

MND 6-29-98

TO THE ASSISTANT COMMISSIONER

100755640

1 original documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Corneal Conturing Development, L.L.C.

Additional name(s) of conveying party(ies) attached? () Yes (X) No

2. Name and address of receiving party(ies)

Name: Premier Laser Systems, Inc.

Internal Address:

Street Address: 3 Morgan

City: Irvine State: CA ZIP: 92618

Additional name(s) of receiving party(ies) attached? () Yes (X) No

3. Nature of conveyance:

- (X) Assignment
() Merger
() Security Agreement
() Change of Name
() Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) January 15, 1998

4. Application number(s) or Patent number(s):

() Application(s) filed herewith Execution Date(s):

() Patent Application No.: Filing Date:

(X) Patent No.: SEE SCHEDULE A Issue Date: SEE SCHEDULE A

Additional numbers attached? () Yes (X) No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William H. Nieman
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995
Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach State: CA ZIP: 92660
Attorney's Docket No.: PREMLS.000GEN

7. Total fee (37 CFR 3.41): \$200

- (X) Enclosed
(X) Authorized to be charged to deposit account if any additional fees are required, or to credit any overpayment

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and patents involved: 5

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

William H. Nieman
Name of Person Signing

[Handwritten Signature]

Signature

6-24-98
Date

30,201
Registration No.

Total number of pages including cover sheet, attachments and document: 9

Mail documents to be recorded with required cover sheet information to:

07/07/1998 DMGUYEM 00000292 5063942

01 FC:581

200.00 DP

Assistant Commissioner for Patents
Box Assignments
Washington, D.C. 20231

WHN-698748
052098

SCHEDULE A

United States Patents

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
5,063,942	11/12/91	Method for Surgically Re-Profiling the Cornea
5,318,044	06/07/94	Method and Apparatus for Surgically Re-Profiling the Cornea to Correct for Hyperopia
5,368,604	11/29/94	Method and Apparatus for Surgically Profiling the Cornea Using Vacuum
5,395,385	03/07/95	Apparatus for Surgically Re-Profiling the Cornea
5,591,185	01/07/97	Method and Apparatus for Reprofileing or Smoothing the Anterior or Stromal Cornea by Scraping

PATENT ASSIGNMENT

WHEREAS, CORNEAL CONTOURING DEVELOPMENT, L.L.C., an Oklahoma limited liability company having a place of business at 1924 South Utica, Suite 800, Tulsa, Oklahoma 74104 ("Assignor"), is the owner of all rights in certain United States Letters Patent(s) and application(s) which are described in detail in Schedules A and B incorporated in this Assignment and those foreign patents and foreign patent applications which are described in detail in Schedules C and D in this Assignment; and

WHEREAS, PREMIER LASER SYSTEMS, INC., a California corporation having a place of business at 3 Morgan, Irvine, California 92618 ("Assignee"), is desirous of obtaining the entire right, title, and interest in, to and under the aforesaid patent(s) and application(s):

1. NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over unto Assignee, all of the above patent(s) and application(s) more fully described in the aforesaid schedules, for its own use and benefit, and for the use and benefit of its successors, legal representatives, and assigns, including:

(a) The entire right, title, and interest in and to the United States Letters Patent(s) and application(s) as listed in Schedules A and B annexed hereto and made a part hereof, including all divisionals, continuations and continuations-in-part thereof, all patent applications claiming priority therefrom, and all patents which may be granted thereon, all rights of priority therein, all reissues and re-examinations and extensions thereof, and in and to the inventions disclosed therein;

(b) The entire right, title, and interest in and to foreign patent(s) and application(s) as listed in Schedules C and D annexed hereto and made a part hereof, including all divisionals, continuations and continuations-in-part thereof, and all patents of any country which may be granted thereon and reissues, renewals and extensions thereof, all rights of priority therein, and all applications for industrial property protection, which may hereafter be filed that correspond to the existing patents or applications in Schedules A, B, C or D, including without limitation, all applications for patents, utility models, and designs; together with the right to file such applications and the right to claim priority from prior applications under the patent laws of the United States or other countries under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including without limitation, patents, applications, utility models, inventors' certificates, and designs which may be granted for said patents, and all extensions, renewals and reissues thereof; and

(c) The entire right, title and interest in all claims for damages and all remedies arising out of any violation or infringement of any issued Letters Patent identified on Schedule A or Schedule C hereto or of any patent granted in connection

with the applications listed on Schedule B or Schedule D, that may have occurred before the date hereof,


AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or other evidence or forms of industrial property protection on application as aforesaid, to issue the same to Assignee in accordance with the terms of this instrument;

AND ASSIGNOR HEREBY further covenants and agrees that he will do everything reasonably possible to aid Assignee, its successors, legal representatives, and assigns to obtain patents and other industrial property protection of said inventions and any continuations-in-part thereof in all countries at Assignee's sole expense;

AND ASSIGNOR FURTHER WARRANTS THAT: it is the true and lawful owner of all properties listed on Schedules A through D, and that it will execute all assignments for recordation of the conveyances recited as being appropriate in various countries herein.

IN WITNESS WHEREOF, Assignor has caused these presents to be signed and duly authorized this 15th day of January, 1998.

CORNEAL CONTOURING
DEVELOPMENT, L.L.C.

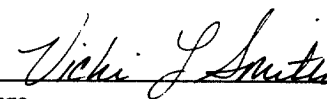
By: 
Name: Fulton Collins
Title: Manager

STATE OF Oklahoma)
) ss.
COUNTY OF Creek)

On January 15, 1998 before me, Vicki Smith, personally appeared Fulton Collins personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]


Signature

Expiration Date: March 24, 1999
205/015836-0012/3132300.2 a01/14/98 -2-

SCHEDULE B

United States Patent Applications

None

SCHEDULE C

Foreign Patents

1. **Method & Apparatus for Re-Profiling the Cornea**
(U.S. Patent Nos. 5,063,942 and 5,395,385)

<u>Country</u>	<u>Number</u>	<u>Issue Date</u>
Australia	646657	06/17/94
Mexico	167844	04/15/93
South Africa	90/10063	11/27/91
Taiwan	NI-48419	10/17/91

2. **Method & Apparatus for Re-Profiling the Cornea Using Vacuum**
(U.S. Patent No. 5,368,604)

<u>Country</u>	<u>Number</u>	<u>Issue Date</u>
Argentina	244980	12/30/93
Austria	0551439	08/09/95
Belgium	0551439	08/09/95
Denmark	0551439	08/09/95
France	0551439	08/09/95
Germany	0551439	08/09/95
Greece	0551439	08/09/95
Ireland	68954	10/10/91
Italy	0551439	08/09/95
Luxembourg	0551439	08/09/95
Mexico	177228	03/15/95
Netherlands	0551439	08/09/95
South Africa	91/7835	08/26/92
Spain	0551439	08/09/95
Sweden	0551439	08/09/95

Switzerland	0551439	08/09/95
Taiwan	102374	11/08/95
United Kingdom	0551439	08/09/95

3. **Method & Apparatus for Re-Profiling the Cornea to Correct for Hyperopia
(U.S. Patent No. 5,318,044)**

	<u>Country</u>	<u>Number</u>	<u>Issue Date</u>
	Argentina	249795	07/11/96
	Israel	103097	09/08/92
	Mexico	178296	06/07/95

SCHEDULE D

Foreign Patent Applications

1. **Method & Apparatus for Re-Profiling the Cornea**
(U.S. Patent Nos. 5,063,942 and 5,395,385)

<u>Country</u>	<u>Number</u>	<u>Filing Date</u>
Argentina	323.461	10/21/92
Brazil	PI9007915-9	06/15/92
Canada	2071853	12/12/90
China	90110433.7	12/14/90
EPO	91902435.6	12/12/90
Finland	922703	12/14/89
Hungary	P9201978	12/12/90
Japan	502814/91	12/12/90
Norway	922314	12/12/90
Russian Federation	5052732	11/06/92
South Korea	92-701415	06/15/92

2. **Method & Apparatus for Re-Profiling the Cornea Using Vacuum**
(U.S. Patent No. 5,368,604)

<u>Country</u>	<u>Number</u>	<u>Filing Date</u>
Canada	2092285	09/16/91
China	91109274.9	10/03/91
Japan	518532/92	09/16/91
Portugal	99.156*	10/03/91

*status unknown

3. **Method & Apparatus for Re-Profiling the Cornea to Correct for Hyperopia**
(U.S. Patent No. 5,318,044)

<u>Country</u>	<u>Number</u>	<u>Filing Date</u>
Canada	2119365	09/17/92
China	92110484.7	09/18/92
EPO	92920651.4	09/17/92
Japan	506213/93	09/17/92
Taiwan	79110826A01	12/18/92