

2/26/99

PATENT

Docket No.: U 012139-3

Box Patent Application  
Commissioner of Patents  
and Trademarks  
Washington, D.C. 20231

03-11-1999



100981690

jc542 U.S. PTO  
09/258862  
02/26/99

COVER SHEET FOR ASSIGNMENT (DOCUMENT) ACCOMPANYING  
NEW PATENT APPLICATION (37 CFR 3.31)

IDENTIFICATION OF APPLICATION (37 CFR 3.21  
and 37 CFR 3.31(a)(4))

1. The patent application filed herewith and to which the attached assignment (document) refers is identified as follows:

- a. Date of execution: FEBRUARY 18, 1999
- b. Name of each inventor:  
OSAMU WADA
- c. Title of invention: CONTACT LENS

09/258862

NOTE: "If an assignment is executed concurrently with, or subsequent to the execution of the patent application, but before the patent application is filed, it must identify the patent application by its date of execution, name of each inventor, and title of the invention so that there can be no mistake as to the patent application intended." 37 CFR 3.21.

CERTIFICATION UNDER 37 CFR 1.10

I hereby certify that this "Cover Sheet for Assignment (Document) Accompanying New Patent Application", along with any document referred to, is being deposited with the United States Postal Service on this date FEB. 26, 1999 in an envelope as "Express Mail Post Office to Addressee" Mailing Label Number EJ405329094 addressed to the: Commissioner of Patents and Trademarks, Washington, D.C. 20231

DEMETRA ALLEN  
(type or print name of person mailing paper)

*Demetra Allen*  
(Signature of person mailing paper)

WARNING: Certificate of mailing (first class) or facsimile transmission procedures of 37 CFR 1.8 cannot be used to obtain a date of mailing or transmission for this correspondence.

(Cover Sheet for Assignment Accompanying New Patent Application [4-2.3]—page of 4)

EJ4.05.3.29.094US

PATENT  
REEL: 9795 FRAME: 0360

03/09/1999  
0000051  
09258862  
01 FC:581

**Name of Party(ies) Conveying Interest (37 CFR 3.31(a)(1))**

2. The party(ies) conveying this interest is (are):

OSAMU WADA

**Name and Address of Party(ies) Receiving Interest (37 CFR 3.31(a)(2))**

3. The rights are being conveyed to:

Name: SEIKO EPSON CORPORATION

Address: 3-5, OWA 3-CHOME,  
SUWA-SHI, NAGANO-KEN  
JAPAN

Telephone No.: ( )

**Description of Interest Conveyed or Transaction Recorded (37 CFR 3.31(a)(3))**

4. The accompanying document intends to accomplish:

- ☒ an assignment.
- ☐ a security agreement.
- ☐ a license.
- ☐ a merger.
- ☐ a change of name.
- ☐ a change of address.
- ☐ other.

**Name and Address of Party to Whom Correspondence Should be Mailed (37 CFR 3.31(a)(5))**

5. Please address correspondence to:

Name:

Address: Ladas & Parry

26 West 61 Street

New York, NY 10023

Telephone No.: (212) 708-

**Date Assignment (Document) Executed (37 CFR 3.31(a)(7))**

6. The attached assignment (document) was executed on DECEMBER 8, 1998.

**Language of Assignment (Document) to be Recorded**

*NOTE: "The Office will accept and record non-English language documents only if accompanied by a verified English translation signed by the individual making the translation." 37 CFR 3.26*

The attached document:

- ☒ is in the English language
- ☐ is not in the English language and a verified English translation signed by the individual making the translation is attached.

**Original Document or True Copy Submitted**

*NOTE: "Either the original document or a true copy of the original document may be submitted for recording. Only one side of each page shall be used. The paper used should be flexible, strong, white, non-shiny, durable, and preferably no larger than 21.6 x 33.1 cm. (8½ x 14 inches) with a 2.5 cm. (one-inch) margin on all sides." 37 CFR 3.24.*

7. Submitted herewith is:

- ☒ the original document.
- ☐ a true copy of the original document.

*NOTE: "If the original[assignment] document is two-sided or the wrong size, the practitioner can comply with the requirement [set out in 37 C.F.R. §3.24] by providing a true copy of the original document using only one side of each page on the correct size paper." Notice of June 24, 1992, 1140 O.G. 63-76, at 67.*

**Number of Applications Identified in this Cover Sheet and the Fee (37 CFR 3.31(a)(6))**

8. A. This cover sheet identifies only one application:

B. The fee for recordal (37 CFR 1.21(h)) is \$40.00

- ☒ Attached is a check for \$40.00
- ☐ Please charge Account 12-0425 \$40.00.  
A duplicate of this cover sheet is attached.

**Statement (37 CFR 3.31(a)(9)) and Signature (37 CFR 3.31(a)(10))**

(Cover Sheet for Assignment Accompanying New Patent Application [4-2.3]—page 3 of 4)

9. 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.

Date: FEBRUARY 25, 1999

\_\_\_\_\_  
(Name of party submitting document)

\_\_\_\_\_  
(Signature of party submitting document)

(Complete the following if the party submitting the document is applicant's attorney)

\_\_\_\_\_  
(Signature of attorney)

Reg. No.

Tel. No.

WILLIAM R. EVANS  
c/o LADAS & PARRY  
26 WEST 61st STREET  
NEW YORK, N.Y. 10023  
Reg. No. 25.858 (212) 708-1945

**TOTAL NUMBER OF PAGES BEING SUBMITTED**

10. The total number of pages being submitted, including cover sheet, attachment(s), and document(s) are:

Number of pages submitted 6

## 譲渡証 (Translation/日本語訳)

下記に署名した私/私達、

和田 修は、

ある発明を創出し、これについて合衆国特許出願は

- ☐ ここに私/私達により署名され、  
☐ \_\_\_\_\_に私/私達により（それぞれ）署名され、  
☐ \_\_\_\_\_に出願され、出願番号\_\_\_\_\_が交付され、  
☐ PCT 国際出願 PCT/JP98/03136として1998年7月14日に出願され、

その発明は

コンタクトレンズ

という名称である。そして、ここにその受領を認める対価で：私/私達は、当該発明/出願について、合衆国とその属領及び全ての外国に於ける全面的かつ独占的な権利；合衆国とその属領及び全ての外国に於いて発行される特許証に関わる全ての権利、所有権、利益；一部継続出願、継続出願、分割出願、差替え出願、再発行出願、特許期間延長等、合衆国とその属領及び全ての外国に於いて既に出願されたか若しくは今後出願される特許に関わる全ての権利；そして、国際条約、同盟、契約、法令、協定（将来制定されるものを含む）に基づく全ての優先権を伴う一切の権利；を、日本国東京都新宿区西新宿2丁目4番1号に住所を有するセイコーエプソン株式会社、その後継者、譲受人及び法定代理人に対して、売却、譲渡、移転するものとする。

さらに、私/私達は、セイコーエプソン株式会社（以下譲受人と言う）が単数ないしは複数の当該発明（以下当該発明という）に関わる特許権を、自己の名により、合衆国とその属領及び全ての外国に於いて出願し、特許を受けること；またこの譲渡証の意図と目的を誠実に実行することを求められた場合、下記に署名した私/私達が、当該譲受人、その後継者、その被譲渡者、及び法定代理人の費用負担にて、一部継続出願、継続出願、分割出願、差替え出願、再発行出願、特許期間延長等を行い、合法的宣誓書、譲渡証、委任状等の書類を作成し、あらゆる法的または準法的訴訟手続に於いて証言を行うこと；当該発明とその経緯に関連して、下記に署名した私/私達が知り得た全ての事実を、当該譲受人、後継者、被譲渡者、及び法定代理人に連絡すること；そして当該譲受人、後継者、被譲渡者、及び法定代理人が、当該発明の特許権の適切な保護、維持、権利行使するために望ましいと考慮すること、また、当該発明に関わる特許出願に際し、当該譲受人、後継者、被譲渡者、及び法定代理人に対して法的権限を付与することが望ましいと考慮することについて、可能な限り行うことを承諾する。

## Assignment

For good and valuable consideration, the receipt of which is hereby acknowledged, I/WE, the undersigned,

Osamu WADA

who have created a certain invention for which an application for United States Letters Patent

- ☐ executed by ME/US on even date herewith,  
☐ executed by ME/US on \_\_\_\_\_, (respectively),  
☐ filed on \_\_\_\_\_ and assigned Serial No. \_\_\_\_\_,  
☐ filed as International Application No. PCT/JP98/03136 filed on July 14, 1998,

and entitled:

CONTACT LENS

Do hereby sell, assign and transfer to Seiko Epson Corporation, a corporation of Japan, having a place of business at 4-1, Nishi-shinjuku 2-chome, Shinjuku-ku, Tokyo, Japan, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

Agree that Seiko Epson Corporation, hereinafter referred to as Assignee, may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, its successors, assigns, or legal representatives; and

そして、私／私達は、この書面により譲渡された権利や財産に影響する、如何なる譲渡、授權、抵当権、ライセンス等その他の協定も他の第三者との間で行っていないこと；下記に署名した私／私達によって、この書面に記載されている権利が所有されていることを、当該譲受人、後継者、被譲渡者、及び法定代理人に対して誓約するものである。

さらに、下記に署名した私／私達はこの譲渡書は英語の部分の表現によってのみ解釈されることに同意する。

上記を証明するため、私／私達は下記日付で署名する。

Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

I/WE, the undersigned do further agree that this Assignment is to be construed solely according to the terms of the English language portions thereof.

IN TESTIMONY WHEREOF I/WE have hereunto set MY/OUR signature seal on the date indicated below.

唯一または第一発明者名 和田 修		Full name of sole or first inventor Osamu WADA	
発明者の署名	日付	Inventor's signature Osamu Wada	Date Feb 18, 1999
第二共同発明者（いる場合）		Full name of second joint inventor, if any	
第二共同発明者の署名	日付	Second Inventor's signature	Date
第三共同発明者（いる場合）		Full name of third joint inventor, if any	
第三共同発明者の署名	日付	Third Inventor's signature	Date
第四共同発明者（いる場合）		Full name of fourth joint inventor, if any	
第四共同発明者の署名	日付	Fourth Inventor's signature	Date
第五共同発明者（いる場合）		Full name of fifth joint inventor, if any	
第五共同発明者の署名	日付	Fifth Inventor's signature	Date
第六共同発明者（いる場合）		Full name of sixth joint inventor, if any	
第六共同発明者の署名	日付	Sixth Inventor's signature	Date
第七共同発明者（いる場合）		Full name of seventh joint inventor, if any	
第七共同発明者の署名	日付	Seventh Inventor's signature	Date
第八共同発明者（いる場合）		Full name of eighth joint inventor, if any	
第八共同発明者の署名	日付	Eighth Inventor's signature	Date