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To the Honorable Commissioner of Patents and Trademark  
Unless filed with a new application, mail to: BOX ASSIGNMENT

Documents or copy thereof  
Washington, D.C. 20231

1. Name of conveying party(ies):

Frederic A. Gibbs, Jr.

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

2. Name and address of receiving party(ies):

Name: University of Utah  
Address: 210 Park Building  
Salt Lake City, UT 84112

Additional name(s) & address(es) attached?  Yes  No

CERTIFICATE OF MAILING

I hereby certify that this paper or fee along with any attachments referred to or identified as being attached or enclosed is being deposited with the United States Postal Service as First Class Mail (under 37 C.F.R. § 1.8(a)) on the date of deposit shown below with sufficient postage and in an envelope addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

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Date of Deposit

Signature of registered practitioner or other person having reasonable basis to expect mailing to occur on date of deposit shown pursuant to 37 C.F.R. § 1.8(a)(1)(ii)

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3. Nature of conveyance:

- Assignment  Merger
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- Other \_\_\_\_\_

Execution Date: September 20, 2000

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

If this document is being filed together with a new application, the execution date of the application is:

A. U.S. Patent Application No.(s)  
09/023,827

B. U.S. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: William S. Britt  
Trask Britt  
P.O. Box 2550  
Salt Lake City, UT 84110-2550

Attorney Docket No. 4524US

6. Total number of U.S. applications and U.S. patents involved:

7. Total fee (37 C.F.R. § 3.41) . . . . . \$ 40.00  
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Check no.14960 is enclosed in this amount.

8. The Commissioner is hereby authorized to charge any deficiency or credit any overpayment to deposit account number 20-1469.

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct.

William S. Britt  
Name of Person Signing  
Reg. No. 20,969

Signature

Nov. 7, 2000  
Date

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

## ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable consideration including such remuneration as provided for by the University of Utah's patent policy 6-4 regarding sharing of revenues from licensing, the receipt of which is hereby acknowledged, each undersigned ASSIGNOR does hereby:

Sell, assign and transfer to the University of Utah ("ASSIGNEE"), a non-profit organization existing under the laws of the State of Utah, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, including priority rights in and to any and all improvements which are disclosed in the application for United States Letters Patent, Serial No. 09/023,827, filed on February 13, 1998, and entitled,

### DEVICE AND METHOD FOR PRECISION MACULAR IRRADIATOR

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements;

Agree that said ASSIGNEE may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said ASSIGNEE, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any

and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said ASSIGNEE, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said ASSIGNEE, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said ASSIGNEE, its successors, assigns and legal representatives; and

Covenant with said ASSIGNEE, its successors, assigns and 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.

ASSIGNOR:

Frederic C. E. [Signature]

Date 9/20/00

STATE OF OREGON )

: ss.

COUNTY OF JACKSON )

BEFORE ME, the undersigned authority, on this 20<sup>th</sup> day of September, 2000, personally appeared Frederic A. Gibbs, Jr., personally known or proven by satisfactory documentary evidence to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

Deborah L. Albachten  
Notary or Consular Officer

