

07-31-2001

U.S. Department of Commerce  
Patent and Trademark Office

101792623

UNME-0040-1

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

<b>1. Name of Conveying Party(ies):</b> <b>University of New Mexico</b> <input type="checkbox"/> Additional names of conveying parties attached		<b>2. Name and Address of Receiving Party(ies):</b>  <b>Name:</b> Samuel H. Slishman <b>Internal Address:</b> <b>Street Address:</b> 725 Loma Vista  <b>City, State, Zip:</b> Albuquerque, New Mexico 87106  <input type="checkbox"/> Additional name(s) and address(es) attached.	
<b>3. Nature of Conveyance:</b>  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: <b>Execution Date:</b> September 30, 1999			
<b>4. (a) Patent Application Number(s):</b>  09/330,986  If this document is being filed together with a new application, the execution date of the application is:  <input type="checkbox"/> Additional Numbers Attached.		<b>4. (b) Patent Numbers:</b>  6,161,931	
<b>5. Name and Address of Party to whom Correspondence Concerning this Document Should be Mailed:</b>  <b>Name:</b> Ajay A. Jagtiani  <b>Address:</b> JAGTIANI & ASSOCIATES 10379-B Democracy Lane Fairfax, Virginia 22030		<b>6. Total Number of Applications and Patents Involved:</b> 1  <b>7. Total Fee:</b> \$40.00 (37 C.F.R. § 3.41)  <input checked="" type="checkbox"/> Authorized to be charged to deposit account.  <b>8. Deposit Account Number:</b> 10-0233 ATTACH DUPLICATE COPY OF THIS PAGE IF PAYING BY DEPOSIT ACCOUNT	
DO NOT USE THIS SPACE			
<b>9. Statement and Signature:</b>  To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.    Ajay A. Jagtiani, Registration Number 35,205  July 11, 2001  Total number of pages comprising cover sheet: 1			

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REEL: 012002 FRAME: 0621

MC-139 (foreign)

## ASSIGNMENT

ASSIGNMENT from the Regents of the University of New Mexico, an educational institution of the State of New Mexico, whose address is c/o Patent Administration Office, Albuquerque, New Mexico 87131 ("University") to Samuel H. Slishman, whose address is set forth on the signature page hereof ("Inventor").

WHEREAS, the Inventor, who was at all pertinent times an employee of the University, made the following invention:

TitleUNM Docket No.*Fiberoptic Fundoscope*

MC-139

(hereinafter "Invention")

WHEREAS, all employees of the University are required to assign all their right, title and interest in any inventions created by them while they are in the employ of the University in exchange the University, if it determines there is sufficient market potential for the invention, will file patent applications and maintain patents issuing thereon at its expense;

WHEREAS, the University has evaluated the Invention and determined not to pursue foreign patent protection;

WHEREAS, the University desires to assign, subject to any government or other sponsor's rights, all its right, title and interest in the foreign rights in the above identified Invention;

WHEREAS, Inventor desires to obtain, subject to any government or other sponsor's rights, entire foreign right, title, and interest in and to said Invention and to any patent applications and patents that may be issued thereon in any and all foreign countries;

NOW, THEREFORE, the University does hereby sell, assign, and transfer, subject to any government and other sponsor's rights, all its right, title, and interest in foreign rights in and to the Invention, and University's entire right, title and interests in any subsequently filed foreign patent applications and patents issuing thereon (but not improvements subsequently created by Inventor during his employment by the University), including the right to being lawsuits for past infringements of any patents that may be issued thereon, in any and all foreign countries. Any income, whether in currency or other form of remuneration, resulting from use or sale of products and/or processes claimed in said foreign patent application(s) or patent(s) issuing therefrom, and any foreign countries, ("Income"), shall be first used to reimburse any patent and litigation costs incurred by University prior to this assignment. Thereafter, the Inventor shall pay the University a royalty of twenty (20%) percent of Income. Inventor shall provide the University with an annual commercialization report, whether or not Income has been generated, which includes the total Income generated, types and numbers of products or processes that generated the Income, licenses and sublicenses granted that year, and infringement and litigation that occurred that year. The report shall be due each January 31 of the subsequent year.

(f:/users/anna/agreements/assign/id\_inv4.doc)

The University hereby authorizes and requests the Patent Office officials to issue said patents, subject to any government rights and other sponsor's rights, when granted, to Inventor for the sole use and enjoyment of Inventor, his successors, and assigns.

Further, the University shall communicate to Inventor any facts known to it respecting said Invention, and to testify in any legal proceedings, to sign all lawful papers, to cause any and all of said foreign patent(s) to issue to Inventor, to make all rightful oaths and generally to do everything necessary to aid Inventor, Inventor's successors and/or assigns to obtain and enforce proper protection for said Invention, all at Inventor's or successors and/or assigns, as the case may be, expense.


The University hereby covenants that no assignment, sale agreement or encumbrance has been or will be made or entered into which would conflict with this assignment or sale, except for possible government or other sponsor's rights. All rights and obligations contained herein shall inure to the benefit of parties' successors and assigns.

The undersigned Inventor hereby acknowledges by his signatures hereto that he has read the foregoing and understands its contents and has had the opportunity to consult legal counsel of his choosing concerning his rights and obligations hereunder prior to his signature hereto.

For: The Regents of the University of New Mexico

8/20/99  
Date

By:

  
Robert Earnest  
Interim Associate Vice President  
for Finance & Administration

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO )

ss.

The foregoing instrument was acknowledged before me, this

20th day of August, 1999 by Robert Earnest, Interim Associate Vice President for Finance & Administration, on behalf of the Regents of the University of New Mexico.

  
Notary Public

My Commission Expires:

Seal:

12 - 13 - 2000

ACKNOWLEDGED AND AGREED:

Date 9/30/99 Inventor: *Sam H. Shishman*  
Address: Samuel H. Shishman  
725 Loma Vista  
Albuquerque, NM 87106

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO ) ss.

The foregoing instrument was subscribed and acknowledged before me, this  
30 day of Sept, 1999 by Samuel H. Shishman

*M. A. Shishman*  
Notary Public

My Commission Expires:  
10/25/2000

Seal:

(f:/users/anna/agremnts/assign/id\_inv4.doc)