



10-05-2001



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Form PTO-1595  
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

## 1. Name of conveying party(ies):

Premier Laser Systems, Inc.

09/28/01

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

Name: New Eyesys Acquisition Company

Internal Address: \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Street Address: 6750 W. Loop South

Suite 500

City: Bellaire State: TX Zip: 77401

Execution Date: July 31, 2001

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

## 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. Patent Application No.(s)

B. Patent No.(s)

5,970,984

Additional numbers attached? ☐ Yes ☒ No

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

Name: John W. Montgomery

Internal Address: c/o Haynes and Boone, LLP

Street Address: 1000 Louisiana

Suite 4300

City: Houston State: TX Zip: 77002

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

08-1394

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 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. (EXPURGATED)

John W. Montgomery

Name of Person Signing

Signature

Date

9/20/01

Total number of pages including cover sheet, attachments, and documents: 10

10/04/2001 LNUELLER 00000213 5970984

Main documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

01 FC:581

40.00 DP

D912999.1

DOCKET NO.:

PATENT  
REEL: 012211 FRAME: 0213

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "**Assignment**") is made as of the 31<sup>st</sup> day of July, 2001 between PREMIER LASER SYSTEMS, INC., a California corporation, and EYESYS-PREMIER, INC., a Delaware corporation (collectively, "**Sellers**"), on the one hand, and NEW EYESYS ACQUISITION COMPANY, a Texas corporation ("**Buyer**"), on the other hand.

### RECITALS

- A. Sellers own certain patents and patent applications relating to ophthalmic devices and/or methods, defined below as the Assigned Patents.
- B. Buyer desires to obtain an assignment of the Assigned Patents.
- C. Sellers and Tracey Technologies, LLC ("**Tracey**") have entered into the Purchase Agreement (defined below)
- D. Tracey assigned all of its rights and interests under the Purchase Agreement to Buyer pursuant to an Assignment and Assumption Agreement dated June 29, 2001.
- E. Sellers and Buyer entered into the Security Agreement (defined below), regarding the Assigned Patents.

NOW, THEREFORE, in consideration of the premises, mutual promises, and covenants contained herein, the parties agree as follows:

### I. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- A. "Purchase Agreement" shall mean that certain Asset Sale Agreement between Sellers and Tracey dated June 5, 2001.
- B. "Purchase Note" shall mean the Purchase Note referenced in the Purchase Agreement.
- C. "Security Agreement" shall mean that certain Security Agreement between Buyer and Sellers dated July 31, 2001, referenced in the Purchase Agreement.
- D. "Assigned Patents" shall mean the patents and patent applications listed in Schedule A attached hereto and made a part hereof.

### II. ASSIGNMENT

- A. Sellers hereby sell, assign, and transfer free and clear of any liens, claims, encumbrances, and security interests unto Buyer, its successors, legal representatives, and assigns, all right, title, and interest (including all rights acquired pursuant to a license or otherwise) throughout the world in, to, and under the Assigned Patents and improvements thereof, including, without limitation, all divisions, continuations, continuations-in-part, reissues,

reexaminations, renewals, and extensions thereof (the "Improvements"), and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for the Improvements or for the Assigned Patents in the United States or any country or countries foreign to the United States; and Sellers hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for the Improvements and all Letters Patents resulting from the Assigned Patents to Buyer, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment.

B. Sellers do hereby sell, assign, transfer free and clear of any liens, claims, or encumbrances unto Buyer, its successors, legal representatives, and assigns all claims for damages and all remedies or causes of action arising out of any violation or infringement of the rights assigned hereby that may have accrued prior to the date of assignment to Buyer, or that may accrue hereafter.

### **III. NO WARRANTIES**

A. Nothing in this Assignment shall be construed as a warranty or representation that anything made, used, sold, or otherwise disposed of under any Assigned Patent granted in this Assignment is or will be free from infringement of patents of third parties; provided, however, the representation and warranties of Sellers set forth in the Purchase Agreement are hereby incorporated by reference for all purposes.

### **IV. GENERAL PROVISIONS**

A. The parties hereby agree that this Assignment merely constitutes a patent assignment agreement, and that no agency, joint venture, or partnership is created thereby, and that neither party shall incur obligations in the name of the other party without said other party's prior written consent.

B. Any notice, request, demand, statement, or other writing required or permitted by this Assignment shall be deemed sufficiently given to or made upon the parties hereto when personally received, delivered by first class certified or registered mail, postage prepaid, or delivered by overnight express courier to the addresses set forth on the first page of this Assignment or such other address of which the parties receive written notice.

C. No failure or delay on the part of either party hereto in insisting upon or enforcing or resorting to any of its powers, rights, remedies, or options hereunder, and no partial or single exercise thereof, shall constitute a waiver of any such powers, rights, remedies, or options, unless such waiver be in writing, signed by the party to be charged.

D. If any provision of this Assignment should be held to be void or unenforceable, in whole or in part, the court or tribunal so holding shall reform the provision to make it enforceable while maintaining the spirit and goal of the provision, and if the court or tribunal finds it cannot so reform that provision, such provision or part thereof shall be treated as severable, leaving valid the remainder of this Assignment.

E. This Assignment, together with the Purchase Agreement and the Security Agreement, constitutes the entire understanding and agreement of the parties as to the subject matter herein, and there are no representations, warranties, promises, or undertakings other than those contained herein or therein. As to the subject matter hereof, this Assignment, together with

the Purchase Agreement and the Security Agreement, supersedes all previous agreements between the parties hereto. No course of conduct or dealing between the parties shall act as a modification or waiver of any provision of this Assignment, and no waiver or modification of any of the terms or provisions of this Assignment shall be valid, unless contained in a written document signed by both parties.

F. Notwithstanding anything in this Assignment to the contrary, in addition to the intellectual property transferred by Sellers pursuant to the terms hereof, the Sellers acknowledge and agree that certain other intellectual property of the Sellers are being transferred to the Buyer pursuant to the terms of a Trademark Assignment, Assignment of Licenses, and a Bill of Sale, which other intellectual property is more fully described in the Purchase Agreement.

G. This Assignment shall be binding upon the parties hereto and their respective subsidiaries, affiliates, heirs, legal representatives, successors, and assigns.

H. The headings in this Assignment are intended for convenience only and shall not be used to interpret the meaning of this Assignment or to determine the rights of the parties.

I. Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to effectuate the provisions of the spirit of this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed, effective as of the day and year first above written.

**NEW EYESYS ACQUISITION COMPANY**, a  
Texas corporation.

By: Joe S. Wakil, M.D.  
Name: Dr. Joe Wakil  
Title: President

**PREMIER LASER SYSTEMS, INC.**, a  
California corporation.

By: \_\_\_\_\_  
Name: Robert Mosier  
Title: Chief Executive Officer

**EYESYS-PREMIER, INC.**, a Delaware  
corporation.

By: \_\_\_\_\_  
Name: Robert Mosier  
Title: Chief Executive Officer

STATE OF CALIFORNIA }  
COUNTY OF ORANGE } ss.

On July 9, 2001, before me Evelyn Brodbeck, personally appeared ROBERT MOSIER personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

\_\_\_\_\_  
Notary Signature

IN WITNESS WHEREOF, the parties have caused this instrument to be executed, effective as of the day and year first above written.

**NEW EYESYS ACQUISITION COMPANY**, a  
Texas corporation.

By: \_\_\_\_\_  
Name: Dr. Joe Wakil  
Title: President

**PREMIER LASER SYSTEMS, INC.**, a  
California corporation.

By: \_\_\_\_\_  
Name: Robert Mosier  
Title: Chief Executive Officer

**EYESYS-PREMIER, INC.**, a Delaware  
corporation.

By: \_\_\_\_\_  
Name: Robert Mosier  
Title: Chief Executive Officer

STATE OF CALIFORNIA }  
COUNTY OF ORANGE } ss.

On July 18, 2001, before me, Aurora Bloom, personally appeared ROBERT MOSIER personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



\_\_\_\_\_  
Notary Signature

**Schedule A**  
**(Patents and Patent Applications)**

**ATTORNEY-CLIENT AND/OR WORK PRODUCT PRIVILEGED COMMUNICATION**

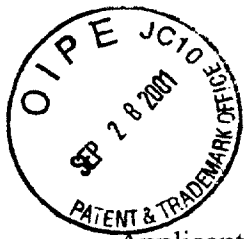
This communication is protected by the attorney-client and/or the work product privilege and should be treated in a confidential manner. Any disclosure to other than key management personnel on a need-to-know basis may jeopardize the privilege and require disclosure to adverse parties in litigation.

Client Code	Title	Country	Appl No./ Patent No.	Filing Date/ Issue Date	Status	Comments
EYESYS.008A	HANDHELD CORNEAL TOPOGRAPHY SYSTEM	USA	09/001,339 6,152,565	12/31/97 11/28/00	[REDACTED]	
EYESYS.008C1	HANDHELD CORNEAL ANALYSIS SYSTEM WITH AUTOMATIC CORRECTION	USA	09/510,659	02/22/00	[REDACTED]	
EYESYS.008VPC	HANDHELD CORNEAL TOPOGRAPHY SYSTEM	PCT	PCTUS98/27793	12/29/98	[REDACTED]	
EYESYS.008VEP	HANDHELD CORNEAL TOPOGRAPHY SYSTEM	EP	98965009.8	12/29/98	[REDACTED]	
EYESYS.008VTW	HANDHELD CORNEAL TOPOGRAPHY SYSTEM	TAIWA N	87122037	12/31/98	[REDACTED]	
EYESYS.017XBX	ABSOLUTE SCALE FOR CORNEAL TOPOGRAPHY	BENLX	68088-0 23121-00	10/08/92 04/21/93	[REDACTED]	[REDACTED]
EYESYS.017XDE	ABSOLUTE SCALE FOR CORNEAL TOPOGRAPHY	GERWE	M9207467.7 M9207467.7	10/09/92 02/03/93	[REDACTED]	[REDACTED]
EYESYS.017XFR	ABSOLUTE SCALE FOR CORNEAL TOPOGRAPHY	FRANC	926338 0322610	10/09/92 12/31/92	[REDACTED]	[REDACTED]
EYESYS.017XGB	ABSOLUTE SCALE FOR CORNEAL TOPOGRAPHY	UNIKN	2026301 2026301	10/15/92 12/08/93	[REDACTED]	[REDACTED]

NB1:527528.1

Client Code	Title	Country	Appl No./ Patent No.	Filing Date/ Issue Date	Status	Comments
EYESYS.017XJP	ABSOLUTE SCALE FOR CORNEAL TOPOGRAPHY	JAPAN	29897/1992 925512	10/12/92 03/09/95		
EYESYS.018A	METHOD AND APPARATUS FOR VARIABLE BLOCK SIZE INTER-POLATIVE CODING OF IMAGES	USA	08/044,401 5,418,714	04/08/93 05/23/95		
EYESYS.020FW1	METHOD OF REFRACTIVE SURGERY	USA	08/355,436 5,722,427	12/13/94 03/03/98		
EYESYS.020F1C1	METHOD OF REFRACTIVE SURGERY	USA	08/956,878 5,970,984	10/23/97 10/26/99		
EYESYS.023CP1	REFRACTIVE SURGERY PLANNING AND OUTCOME PREDICTION UTILIZING A NEURAL NETWORK	USA	08/566,402	12/01/95		
EYESYS.030A	METHOD AND APPARATUS FOR PREDICTING CORNEAL ACUTY	USA	08/060,826	05/10/93		





D B

Patent/Docket No. 31067. \_\_\_\_\_

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Eyesys Vision, Inc. (formerly New Eyesys Acquisition Company,  
Assignee of Premier Laser Systems, Inc.)

Serial No.: 08/956,878

Filed: October 23, 1997

Entitled: METHOD OF REFRACTIVE SURGERY

TRANSMITTAL

To: Commissioner for Patents  
Washington, D.C. 20231

Enclosed for filing please find the following documents regarding the above-identified patent:

1. Assignment Recordation Form
2. Change of Name Recordation Form
3. Check 511714 as payment for the assignment recordation
4. Check 511715 as payment for the Change of Name recordation
5. This transmittal
3. Return postcard

The Commissioner is hereby authorized to charge payment of any further fees associated with any of the papers submitted herewith or to credit any overpayment to Deposit Account No. 08-1394, Order No.: 31067. \_\_\_\_\_

Respectfully Submitted,

John W. Montgomery  
Registration No. 31,124

Date: September 20, 2001

HAYNES AND BOONE, L.L.P.  
1000 Louisiana, Suite 4300  
Houston, Texas 77002  
Direct Number: (713) 547-2069  
Facsimile: (713) 547-2600

H-284531.5

CERTIFICATE OF MAILING: (37 C.F.R. 1.10)

I do hereby certify that this document with attachments is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to the Commissioner of Patents, Washington, D.C. 20231 on September 20, 2001

Roxana Shannon