

RECOR

07-08-2004



102785403

Tab settings ⇌ ⇌ ⇌

To the Honorable Commissioner of Patents

Documents are attached original documents or copy thereof.

1. Name of conveying party(ies):
EyeOtech, Inc.

2. Name and address of receiving party(ies)

Name: Vision Solutions Technologies, Inc.

Internal Address: _____

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: 15200 Shady Grove Road

City: Rockville State: MD Zip: 20850

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

Execution Date: April 20, 2004

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

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

A. Patent Application No.(s)
10/158,574

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: David S. Taylor

Internal Address: _____

Street Address: 300 Hillmoor Drive

City: Silver Spring State: MD Zip: 20901

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

David S. Taylor
Name of Person Signing

David S. Taylor
Signature

June 30, 2004
Date

Total number of pages including cover sheet, attachments, and documents: 3

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

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

07/07/2004 NBETACHE 00000074 10158574

01 FC:8021

40.00 DP

PATENT RIGHTS ASSIGNMENT

This Assignment is made and executed this 19th day of April 2004, by EyeOtech, Inc., a corporation incorporated in Maryland and having its principal place of business at 15200 Shady Grove Road, Rockville, Maryland 20850 (hereinafter "Assignor"), to and in favor of Vision Solutions Technologies, Inc., a corporation incorporated in Delaware and having its principal place of business at 15200 Shady Grove Road, Rockville, Maryland 20850 (hereinafter "Assignee").

Whereas Assignor is the inventor of the invention described in the application for United States Letters Patent entitled "MULTI-FOCAL INTRAOCULAR LENS, AND METHODS FOR MAKING AND USING SAME" filed on May 15, 2003, and identified by U.S. Serial No. 10/158,574 (hereinafter the "Patent Application"); and

Whereas Assignor desires to assign his entire right, title and interest in and to all patents, patent applications and the like on the above-identified invention to Assignee for valuable consideration; and

Whereas Assignee has provided such valuable consideration to Assignor;

Accordingly, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee Assignor's entire right, title and interest in and to the Patent Application and the invention or inventions disclosed in it, including all continuation, continuation-in-part, divisional, and reissue applications based in whole or in part on the Patent Application, and including all patents and reissues resulting from it.
2. Assignor hereby assigns to Assignee Assignor's entire right, title and interest in and to all counterparts to the Patent Application that have been or may be filed outside the United States, whether pursued as a patent, an inventor's certificate, a utility model or the like, including all rights of priority based on the Patent Application, further including all continuation, continuation-in-part, divisional, and reissue applications based in whole or in part on the non-U.S. counterparts, and still further including all patents, inventor's certificates, utility models and reissues based upon or resulting from any of the non-U.S. counterparts.
3. Assignor hereby grants to Assignee the sole and exclusive right to prosecute the Patent Application and all related applications as described in Paragraphs 1 and 2 above, as well as any opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings. Assignor authorizes all governmental bodies having the power to issue patents, reissues, inventor's certificates or utility models to issue a patent,

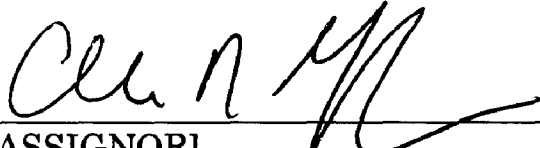
reissue, inventor's certificate or utility model based on the Patent Application or any related applications as described in Paragraphs 1 and 2 above in the name of Assignee.

4. Assignor agrees upon request and without further consideration, but at Assignee's expense: (a) to assist Assignee in prosecuting the Patent Application and all related applications as described in Paragraphs 1 through 3 above, as well as opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings; (b) to provide Assignee with information concerning the Patent Application to enable Assignee to obtain, secure and protect the rights granted under this Assignment; (c) to sign papers, take oaths and testify in legal proceedings to enable Assignee to obtain, secure and protect the rights granted under this Assignment; and (d) to perform all acts reasonably necessary to enable Assignee to obtain, secure and protect the rights granted under this Assignment.

5. Assignee may assign the rights under this Assignment in whole or in part. All references herein to Assignee include any successors or assigns of Assignee.

6. Assignor acknowledges that Assignee has provided valuable consideration for the rights granted under this Assignment.

4/20/04
Date


[ASSIGNOR]
Alan N Glazier

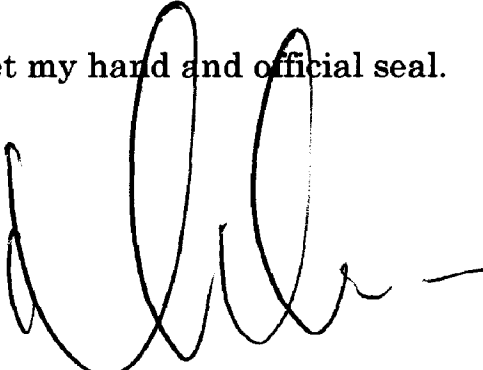
Maryland
STATE OF ~~DELAWARE~~)

On this 20th day of April, 2004, Alan N Glazier, who is known to me to be the person whose name is subscribed to the foregoing instrument, personally appeared and executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

My Commission Expires:

Notary Public



MICHAEL E HADDAD
Notary Public, State of Maryland
My Commission Expires Aug. 28, 2006