

Form PTO-1595 (Rev. 09/04)  
OMB No. 0551-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET  
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies)/Execution Date(s):

Richard J. MACKOOL

Execution Date(s) FEBRUARY 22, 2005Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

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

Name: ALCON, INC.

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

Street Address: Bosch, 89City: Hünenberg

State: \_\_\_\_\_

Country: SWITZERLAND Zip: CH-6331Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10/825,046

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: GIBBONS, DEL DEO, DOLAN, GRIFFINGERInternal Address: & VECCHIONEStreet Address: ONE RIVERFRONT PLAZACity: NEWARKState: NEW JERSEY Zip: 07102-6496Phone Number: (212) 649-4700Fax Number: (212) 333-5980Email Address: firm@gibbonslaw.com6. Total number of applications and patents involved: 17. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

## 8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_b. Deposit Account Number 03-3839Authorized User Name Gibbons, Del Deo, Dolan,9. Signature: Robert J. Hess

Signature

FEBRUARY 24, 2005

Date

ROBERT J. HESS

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 033839 10825046

***Attorney Docket: 103471-51150***

## **ASSIGNMENT**

***WHEREAS***, I, RICHARD J. MACKOOL, MD, a citizen of the United States, having an office at 31-27 41<sup>st</sup> Street, Astoria, New York 11103,

hereinbelow called "Assignor" have made a certain new and useful invention for

### **STERILE TUBING SHEATH**

described in US Patent Application Serial No. 10/825,046 filed April 15, 2004; and

***WHEREAS***, ALCON, INC., a corporation organized and existing under and by virtue of the laws of Switzerland, and having offices and doing business at Bosch 69, CH-6331, Hünenberg, Switzerland, and elsewhere, hereinbelow called "Assignee," is desirous of securing the entire right, title and interest in and to said invention, said utility patent application and ensuing Letters Patent, when granted, and in and to any divisions, continuations, continuations-in-parts, improvements, reexaminations, reissues or extensions that may be made or granted thereon;

***NOW, THEREFORE, BE IT KNOWN*** that for and in good and valuable consideration, the receipt of all of which is hereby acknowledged, I, the Assignor, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the Assignee, its successors, assigns and nominees, the entire right, title and interest throughout the world in and to the invention, utility patent application and ensuing Letters Patent, when granted, and in and to any divisions, continuations, continuation-in-parts, improvements, reexaminations, reissues or extensions that may be made or granted on any of them; and

**FOR THE CONSIDERATION AFORESAID**, I hereby covenant and agree that whenever requested by said Assignee, its counsel or representative, the Assignee's successors, assigns, nominees, or the counsel or representative of the Assignee's successors, assigns, or nominees, to execute any papers or drawings for procurement of valid Letters Patent for the invention or for the reissue, reexamination, division, continuation or extension of the same, I will do so and will take all rightful oaths and affidavits, and do all acts necessary or required to be done, including testifying at an interference proceeding, to secure to the said Assignee, its successors, assigns or nominees, the title to and full benefit of all rights hereby assigned, without charge to said Assignor, but at the expense of the Assignee, its successors, assigns or nominees; and

**FOR THE CONSIDERATION AFORESAID**, I have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors and assigns, or the nominees of any of them, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States, and in and to any applications for Letters Patent which may be filed for said invention in countries foreign to the United States, and in and to the invention described in said applications; and I hereby authorize and empower said Assignee and its successors, assigns or nominees, to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successors, assigns or nominees, in any or all countries where it may desire to file such application, and where said application may be filed by another other than the inventor; and I hereby covenant and agree to sign all papers and drawings, take all rightful oaths, execute all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patent or other form of protection for said invention in countries foreign to the United States, and for further investing or confirming the right and title thereto in the Assignee, its successors, assigns or nominees, without charge to said Assignor, but at the expense of the Assignee, its

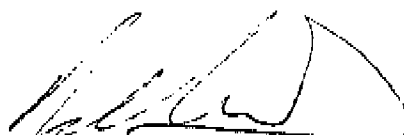
successors, assigns or nominees;

**TO HAVE AND TO HOLD** the same to the full end of the term or terms for which Letters Patent may be granted, as fully and completely as the same might be held by me had this sale and assignment not been made;

**AND** The Commissioner of Patents is requested to issue said Letters Patent, when granted, in accordance with this sale and assignment.

I declare under penalty of perjury under the laws of the United States of America that I have signed this document as my own free act and that all of the foregoing is true and correct.


Date: FEB 22, 2005

  
RICHARD J. MACKOOL  
Inventor/Assignor

STATE OF NEW YORK    )  
                                  ) ss.:  
COUNTY OF QUEENS )

Subscribed and sworn to before me this 22<sup>nd</sup> day of FEBRUARY, 2005.

MIRIANA FABLE  
Notary Public, State Of New York  
No. 41-4943378  
(SEAL) Qualified Cert. Filed In Queens County  
Commission Expires October 24, 20 10

  
Notary Public or Advocate