

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Medtronic, Inc.	01/16/2006
RECEIVING PARTY DATA	
Name:	Reichert, Inc.
Street Address:	3374 Walden Avenue
City:	Depew
State/Country:	NEW YORK
Postal Code:	14043
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6730073
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ATTORNEY DOCKET NUMBER:	039159.00000 MEDTRONIC
NAME OF SUBMITTER:	George L. Snyder, Jr.
Total Attachments: 2 source=Medtronic pat 6730073 patent assignment#page1.tif source=Medtronic pat 6730073 patent assignment#page2.tif	

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PATENT
 REEL: 017034 FRAME: 0414

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Assignment") is dated as of January 16, 2006, by and between Medtronic, Inc., a Delaware corporation ("Assignor"), and Reichert, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Medtronic Xomed, Inc., and Assignee have entered into that certain Asset Purchase Agreement December 30, 2005; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to transfer, and Assignee desires to receive, US Patent 6,730,073, to inventor John C. Bruce, issuing on May 4, 2004 from an application having serial number 09/867,041 filed May 29, 2001, as published on April 25, 2002 as US-2002-0049428, for a "Method of performing a lasik procedure and tonometer system for use therewith" (the "Patent").

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, and subject to and on the terms and conditions herein set forth, Assignors hereby sell, assign and transfer to Assignee, its successors and assigns, the entire right, title and interest in and to the Patent, including the inventions therein described and claimed and any United States or foreign Letters Patents which may issue with respect to the Patent, all rights for past or intervening infringement thereof, all renewals, reissues, extensions, substitutions, continuations, continuations-in-part, or divisions thereof, and all foreign applications based thereon, including the right to apply for patents in foreign countries in its own name, and the right to claim any priority rights to which such foreign applications are entitled under international conventions, treaties, or otherwise. Assignor agrees to execute any additional documents presented to Assignor by Assignee and to perform any other acts which are or may be reasonably necessary to evidence or perfect the assignment, including those reasonably necessary to effectuate the recordation of the assignment.

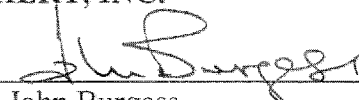
IN WITNESS WHEREOF, this Patent Assignment Agreement has been signed on behalf of each of the parties hereto as of the date first above written.

MEDTRONIC, INC.

By: _____

Its: _____

REICHERT, INC.

By: 
John Burgess

Its: President and CEO

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MEDTRONIC, INC.

By: 

Its: _____

REICHERT, INC.

By: _____

Its: _____

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