

01-05-2006

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



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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)

HERRICK FAMILY LIMITED PARTNERSHIP
a California limited partnership

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) DECEMBER 6, 2005

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Robert S. Herrick, II

Internal Address: _____

Street Address: 4213 Glasgow

City: Anacortes

State: Washington

Country: USA Zip: 98221

Additional 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)

B. Patent No.(s)

Serial No. 10/164,060

Filed: June 5, 2002

Additional numbers attached? ☐ Yes ☒ No

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

Name: Daniel J. Meaney, Jr., Esq.

Internal Address: _____

Street Address: Post Office Box 22307

City: Santa Barbara

State: CA Zip: 93121

Phone Number: 805-687-6909

Fax Number: 805-687-4499

Email Address: dannrman@aol.com

6. Total number of applications and patents involved: 1

7. 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 (Check)
☐ None required (government interest not affecting title)

8. Payment Information

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

12/29/05

Date

Daniel J. Meaney, Jr., Reg. No. 22179

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 017414 FRAME: 0699

ASSIGNMENT
(Sole Inventor)

WHEREAS, HERRICK FAMILY LIMITED PARTNERSHIP, a California limited partnership, whose post office address is 9055 Haven Avenue, Suite 107, Rancho Cucamonga, California 91730 (hereinafter referred to as "ASSIGNOR"), is the owner of record, by an assignment recorded on June 5, 2002 at Reel 012985, Frame 0677, of United States Patent Application Serial No. 10/164,060 filed June 5, 2002 wherein the Applicant is Robert S. Herrick, II covering an invention which is entitled AN IMPLANT CAPABLE OF FORMING A DIFFERENTIAL IMAGE IN AN EYE AND METHODS OF INSERTING AND LOCATING SAME (the "INVENTION");

Whereas, ROBERT S. HERRICK II, a citizen of the United States of America, and resident of Anacortes, Washington whose address is 4213 Glasgow, Anacortes, Washington 98221 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire right, title and interest in and to the INVENTION in the United States and throughout the world;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, I, ASSIGNOR, by these presents do sell, assign and transfer to said ASSIGNEE, the entire right, title and interest in and to the said INVENTION and application throughout the United States of America, including any and all United States Letters Patent granted on any division, continuation, continuation-in-part and reissue of said application; and the entire right, title and interest in and to the said INVENTION throughout the world, including the right to apply for patents and inventor certificates in respect thereof and to claim priority pursuant to rights accorded ASSIGNOR under the terms of the Paris International Convention and all other available international conventions and treaties; and the entire right, title and interest in and to any and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of said INVENTION.

ALSO, ASSIGNOR hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application or any other patent application(s) or inventor certificate(s) in the United States and in foreign countries for said INVENTION, including additional documents that may be required to affirm the rights of ASSIGNEE in and to said INVENTION, all without further

consideration. ASSIGNOR also agrees, without further consideration and at ASSIGNEE'S expense, to identify and communicate to ASSIGNEE at ASSIGNEE'S request documents and information concerning the INVENTION that are within ASSIGNOR'S possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the prosecution, maintenance and defense of any patent application or patent encompassed within the terms of this instrument. ASSIGNOR'S obligations under this instrument shall extend to ASSIGNOR'S heirs, executors, administrators and other legal representatives.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent referred to above to ASSIGNEE, as the ASSIGNEE of the entire right, title and interest in and to the same, for ASSIGNEE'S sole use and behoof; and for the use and behoof of ASSIGNEE'S legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

This ASSIGNMENT may be executed in counter parts.

IN WITNESS WHEREOF, I have hereunto signed my name on the date and year set forth below.

Assignor

Place of Signing: Eastsound, Washington

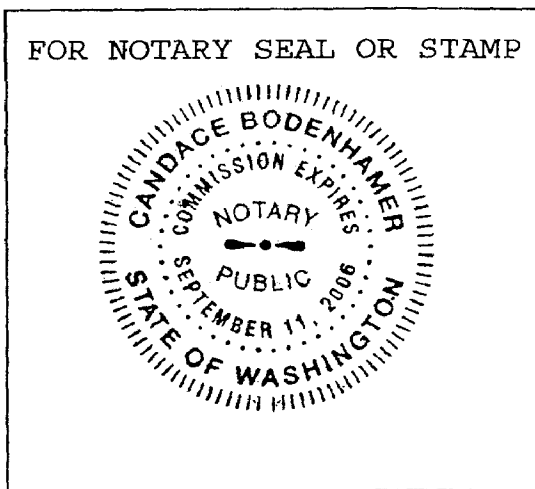
Full Name of Assignor: HERRICK FAMILY LIMITED PARTNERSHIP, A
CALIFORNIA LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, R & R
HERRICK LLC, A CALIFORNIA LIMITED LIABILITY CORPORATION, BY

Robert S. Herrick II, Manager and Member:

Assignor's Signature: Robert S. Herrick II Date: December 8, 2005Business Address: 9055 Haven Avenue, Suite 107
Rancho Cucamonga, California 91730STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

On this 10th day of December, 2005
before me, Candace Bodenhamer, a
Notary Public in and for said County
and State, personally appeared Robert
S. Herrick II, 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.

Signature Candace Bodenhamer

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120205 5591.1 313718/201

Assignor

Place of Signing: Rialto, California

Full Name of Assignor: HERRICK FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, R & R HERRICK LLC, A CALIFORNIA LIMITED LIABILITY CORPORATION, BY Robert S. Herrick, Manager and Member:

Assignor's Signature: Robert S. Herrick, Manager Date: December 6, 2005

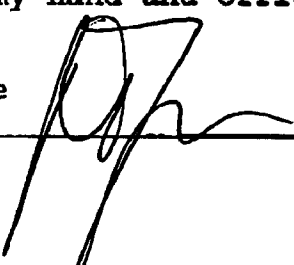
Business Address: 9055 Haven Avenue, Suite 107 Rancho Cucamonga, California 91730

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On this 6th day of December, 2005 before me, DAVID BRUNNER, a Notary Public in and for said County and State, personally appeared Robert S. Herrick, 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.

Signature



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