



07-20-2006

PARTMENT OF COMMERCE  
Patent and Trademark Office



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

**1. Name of conveying party(ies)**

- David R. Williams
- Raymond A. Applegate

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

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

Execution Date(s): (1) October 4, 2004 and (2) September 28, 2004

- ☒ 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: University of Rochester

Internal Address:

Street Address: 518 Hylan Building

City: Rochester

State: New York Zip: 14627

Country: USA

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

**4. Application number(s) or patent number(s):** ☐ This document is being filed together with a new application

A. Patent Application No.(s) 10/833,277

METRICS TO PREDICT THE SUBJECT IMPACT OF  
THE EYE'S WAVE ABERRATION

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Customer No.: 27557  
Blank Rome LLP  
600 New Hampshire Avenue, N.W.  
Washington, D.C. 20037  
Phone: 202-772-5800  
Fax: 202-572-8398

Attorney Docket No.: 000687-00337

**6. Total number of applications and patents involved:** 1

**7. Total fee** (37 CFR 1.21(h) & 3.41) \$ 40.00

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

**8. Deposit account number:** 23-2185

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

**9. Signature:**

Signature

Michael C. Greenbaum, Reg. No. 28,419

Name of Person Signing

June 20, 2006

Date

Total number of pages including cover  
Sheet, attachments, and documents:

6

Documents 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, VA 22313-1450

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**ASSIGNMENT**

THIS ASSIGNMENT, made on the date set forth below by David R. Williams, 28 Shelter Creek Lane, Fairport, NY 14450; Raymond A. Applegate, 3507 Lost Lake, Kingwood, Texas 77339; Larry N. Thibos, 1809 Windsor Drive, Bloomington, IN 47401 (hereinafter referred to as "Assignors"), witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in **METRICS TO PREDICT THE SUBJECT IMPACT OF THE EYE'S WAVE ABERRATION** set forth in An application for Letters Patent of the United States, filed April 28, 2004, and accorded Serial No. 10/833,277; and

WHEREAS, the **UNIVERSITY OF ROCHESTER**, an educational institution duly organized under and pursuant to the laws of the State of New York, having its principal place of business at 518 Hylan Building, Rochester, New York 14627; the **UNIVERSITY OF HOUSTON**, an educational institution duly organized under and pursuant to the laws of the State of Texas, having its principal place of business at 316 E Cullen Building, Houston, Texas 77204-2015; and **INDIANA UNIVERSITY**, an educational institution duly organized and pursuant to the laws of the State of Indiana, having its principal place of business at 501 N. Morton St., Suite 204, Bloomington, Indiana 47404 (hereinafter referred to as the assignees) are desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, David R. Williams has sold, assigned, transferred and set over, and by these presents does sell, transfer and set over, unto the University of Rochester, its successors, legal representatives and assigns, the entire

right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by David R. Williams, had this sale and assignment not been made.

AND THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Raymond A. Applegate has sold, assigned, transferred and set over, and by these presents does sell, transfer and set over, unto the University of Houston, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by Raymond R. Applegate, had this sale and assignment not been made.

AND THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Larry N. Thibos has

sold, assigned, transferred and set over, and by these presents does sell, transfer and set over, unto Indiana University, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by Larry N. Thibos, had this sale and assignment not been made.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that the said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignees, their successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignees or the counsel of their successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, that any division, continuation or continuation-in-part of any application for

Letters Patent, or reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to the said assignors, but at the cost and expense of the said assignees, their successors, legal representatives and assigns.

AND said Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to the said Assignees, as the Assignees of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said Assignees, their successors, legal representatives and assigns.

The undersigned hereby grant the firm of BLANK ROME LLP, the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Date:

10/4/04

  
David R. Williams

STATE OF  
COUNTY OF


New York  
Monroe

}

On this 4th day of October 2004, personally before me came David R. Williams, known to me, and known to me to be the person described in and who signed the annexed Assignment, and being duly sworn, acknowledged execution of the same.

NOTARY PUBLIC

LISA SHELTON  
NOTARY PUBLIC - STATE OF NEW YORK  
MONROE COUNTY, REG# 01SH6074208  
MY COMMISSION EXPIRES MAY 13, 2006

  
My Commission Expires: 5/13/06

Date:

09/28/04

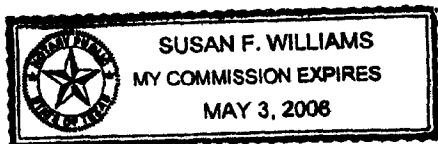
Raymond A. Applegate

STATE OF  
COUNTY OF

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On this 28<sup>th</sup> day of September 2004, personally before me came Raymond A. Applegate, known to me, and known to me to be the person described in and who signed the annexed Assignment, and being duly sworn, acknowledged execution of the same.

NOTARY PUBLIC



*Susan F. Williams*

My Commission Expires: MAY 3, 2008

Date:

Larry N. Thibos

STATE OF  
COUNTY OF

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On this \_\_\_\_\_ day of \_\_\_\_\_ 2004, personally before me came Larry N. Thibos, known to me, and known to me to be the person described in and who signed the annexed Assignment, and being duly sworn, acknowledged execution of the same.

NOTARY PUBLIC

My Commission Expires: