

09-10-2007

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)

JEFFERY KEVIN LUTTRULL, an individual

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

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

Execution Date(s) August 21, 2007

- ☒ 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 L. Avery, an individual

Internal Address: _____

Street Address: 5 Via Encanto

City: Santa Barbara

State: California

Country: USA Zip: 93108

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)

5,725,493/SN 08/353,804/Issued 03/10/1998

5,830,173/SN 08/904,821/Issues 11/03/1998

6,251,090/SN 09/184,925/Issued 06/26/2001

Additional numbers attached? ☐ Yes ☒ No

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

Name: Daniel J. Meaney, Jr.

Internal Address: _____

Street Address: P. O. Box 22307

City: Santa Barbara

State: California Zip: 93121

Phone Number: 805-687-6909

Fax Number: 805-687-4499

Email Address: _____

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

- ☐ 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 _____

Authorized User Name _____

9. Signature:

Signature

September 5, 2007

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

09/07/2007 DBYRNE 00000007 5725493

01 FC:8021

120.00 DP

PATENT
REEL: 019805 FRAME: 0428

PATENT ASSIGNMENT

WHEREAS, I, Jeffery Kevin Luttrull, an individual, residing at 283 Carne Road, Ojai, California 93023 (the "Assignor"), am the co-inventor and co-owner of the United States Patents set forth on Schedule 1 attached hereto (collectively referred to hereinafter as the "United States Patents") and each co-inventor has joint inventorship rights in the United States Patents under 35 USC Section 262, and

WHEREAS, Robert Logan Avery, an individual, residing at 5 Via Encanto, Santa Barbara, California 93108 (the "Assignee"), is desirous of acquiring the entire right, title and interest in and to the aforesaid United States Patents including the inventions covered therein by having Luttrull assigning, transferring and conveying to Avery all of Luttrull's joint inventorship rights in the United States Patents under 35 USC Section 262.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, Assignor's joint inventorship rights under 35 USC Section 262 in and to the aforesaid United States Patents including the inventions covered therein. The aforesaid assignment includes the right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the United States Patents including the inventions covered therein, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignors if this sale and assignment had not been made;

AND Assignor hereby represents, warrants and covenants that he has the full right to convey Assignor's joint inventorship rights under 35 USC Section 262 in and to the aforesaid United States Patents including the inventions covered therein herein assigned, that he has not executed and will not execute any instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

AND Assignor further covenants and agrees that Assignor will at any time upon reasonable request make, execute and deliver without further compensation, but at no expense to Assignor any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for said Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in said Assignee, its successors and assigns the Assignor's joint inventorship rights under 35 USC Section 262 in and to the aforesaid United States Patents including the inventions covered therein hereby sold, assigned, transferred and conveyed, and that Assignor will sign any applications for reissue, division, continuation, continuation-in-part, renewal, substitute or extension of said application for Letters Patent or any resulting Letters Patent with respect to said United States Patents including the inventions covered therein;

AND Assignor further covenants and agrees that Asssignor, will at any time upon reasonable request of Avery, as Assignee, his successors and assigns, but at no expense to Assignor, testify relating to the United States Patents and the inventions covered therein, in any interference, litigation, mediation, or arbitration proceeding.

IN WITNESS WHEREOF, Assignor has hereunto set his hand and seal.

Place of Signing: Ojai, California

Full Name of Assignor: Jeffery Kevin Luttrull

Assignor's Signature: _____ Date: August 24, 2007

Residence Address: Residence Address: 283 Carne Road

Ojai, California 93023

STATE OF CALIFORNIA)
) ss.
 COUNTY OF VENTURA)

On this 21 day of August, 2007,
 before me, ~~Irene Torres~~ Notary Public
 Notary Public in and for said County
 and State, personally appeared Jeffery
 Kevin Luttrull, personally known to me
 (or proved to me on the basis of
 satisfactory evidence) to be the
 persons whose names are subscribed to
 the within instrument and acknowledged
 to me that they executed the same in
 their authorized capacity, and that by
 their signature on the instrument the
 person, or the entity upon behalf of
 which the person acted, executed the
 instrument.

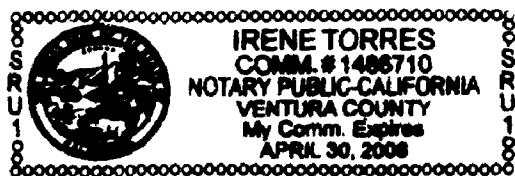
WITNESS my hand and official seal.

Signature



Irene Torres Notary Public

FOR NOTARY SEAL OR STAMP



SCHEDULE 1

UNITED STATES PATENTS

- (1) United States Patent Number: 5,725,493
Issue Date: March 10, 1998
For: INTRAVITREAL MEDICINE DELIVERY
Inventors: Robert Logan Avery and Jeffery Kevin Luttrull
Serial No.: 08/353,804
Filed: December 12, 1994
- (2) United States Patent Number: 5,830,173
Issue Date: November 3, 1998
For: INTRAVITREAL MEDICINE DELIVERY
Inventors: Robert Logan Avery and Jeffery Kevin Luttrull
Serial No.: 08/904,821
Filed: August 1, 1997
- (1) United States Patent Number: 6,251,090
Issue Date: June 26, 2001
For: INTRAVITREAL MEDICINE DELIVERY
Inventors: Robert Logan Avery and Jeffery Kevin Luttrull
Serial No.: 09/184,925
Filed: November 2, 1998

EXHIBIT B

DANIEL J. MEANEY, JR. 090205 5485 413411/010

351 HITCHCOCK WAY, SUITE B200
SANTA BARBARA, CALIFORNIA 93105
TELEPHONE (805) 687-6909
FAX (805) 687-4499

MAILING ADDRESS
P.O. BOX 22307
SANTA BARBARA, CA 93121

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mail Stop Assignment Recording Services
Director of the United States Patent
and Trademark Office
P. O. Box 1450
Alexandria, Virginia 22313-1450

Re: RECORDATION FORM COVER SHEET

PATENTS ONLY;

ASSIGNMENT covering Three (3) United State Patents
5,725,493; 5,830,173 and 6,251,090

JEFFERY KEVIN LUTTRULL, an individual, (Assignor)

ROBERT L. AVERY, an individual (Assignee);

Honorable Director:

CERTIFICATE OF FILINGDOCUMENTS BY EXPRESS MAIL

Dear Sir:

I hereby certify that this correspondence is being
deposited with the United States Postal Service with
sufficient postage for express class mail as EXPRESS
MAIL NO. EQ956840725US in an envelope addressed to:

Mail Stop Assignment Recording Services
Director of the United States Patent
and Trademark Office

P. O. Box 1450

Alexandria, Virginia 22313-1450

on September 5, 2007

(Date)

Typed or printed name of person signing this certificate:

Daniel J. Meaney, Jr.

Signature: 

DANIEL J. MEANEY, JR.

402/269

090205 5485 413411/010

Pursuant to the provisions of 37 C.F.R. Section 1.10,

enclosed herewith are the following documents for filing:

- (1) Covering Letter directed to Mail Stop Assignment Recording Services, Director of the United States Patent and Trademark Office dated September 5, 2007 accompanying the documents set forth below
- (2) RECORDATION FORM COVER SHEET, PATENTS ONLY designating three (3) United States Patents 5,725,493; 5,830,173 and 6,251,090 subject of the ASSIGNMENT set forth below;
- (3) PATENT ASSIGNMENT comprising four (4) pages;
- (4) Check for \$120.00 paying the Assignment Recording Fee of \$40.00 per US Patent for a total of \$120.00 due under 37 CFR Section 2.6(b)(6); and
- (5) Postcard.

We respectfully request a filing date of September 5, 2007, the date of mailing the above-referenced documents, pursuant to the provisions of 37 C.F.R. Section 1.10.

Respectfully submitted,



Daniel J. Meaney, Jr.
Registration 22179
Attorney for Assignee

DANIEL J. MEANEY, JR., ESQ.
P. O. Box 22307
Santa Barbara, CA 93121
Telephone: (805) 687-6909

Dated: September 5, 2007

402/271 averyluttrullassignmentcex

DANIEL J. MEANEY, JR.

Mail Stop Assignment Recording Services
Director of the United States Patent
and Trademark Office
September 5, 2007
Page 2

Enclosed herewith are the following documents:

- (1) RECORDATION FORM COVER SHEET, PATENTS ONLY
designating three (3) United States Patents 5,725,493;
5,830,173 and 6,251,090 subject of the ASSIGNMENT set
forth below;
- (2) PATENT ASSIGNMENT comprising four (4) pages;
- (3) Check for \$120.00 paying the Assignment Recording Fee
of \$40.00 per US Patent for a total of \$120.00 due
under 37 CFR Section 2.6(b)(6); and
- (4) Postcard.

No additional fees are deemed due herein. However, if any
additional fees are due for any reason, please charge the same
to Deposit Account Number 13-2515.

Please record the enclosed resubmitted documents in the
Assignment Records of the Assignment Division of the United
States Patent and Trademark Office.

Please return the Notice of Recordation and the RECORDATION
FORM COVER SHEET to the undersigned at:

Daniel J. Meaney, Jr.,
P. O. Box 22307
Santa Barbara, California 93121

We respectfully request a filing date of September 5, 2007,
the date of mailing the above-referenced documents, pursuant to
the provisions of 37 CFR 8, 37 CFR 1.10, 37 C.F.R. § 2.197 or 37
C.F.R. § 2.198.

If you require any additional information, please feel free
to call me at 805-687-6909.