

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
AOS, Inc.	09/24/2007

RECEIVING PARTY DATA

Name:	AcuFocus, Inc.
Street Address:	32 Discovery, Suite 200
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	6221067
Patent Number:	5722971
Patent Number:	5964748
Patent Number:	6203538
Patent Number:	6217571
Patent Number:	5919185
Patent Number:	6197019
Patent Number:	6280470
Patent Number:	6063073
Patent Number:	5964776
Patent Number:	6458141
Patent Number:	6702807
Patent Number:	6786926
Patent Number:	6989008
Patent Number:	6551307

PATENT

500389386

REEL: 020056 FRAME: 0043

CH \$640.00 6221067

Patent Number:

6855163

**CORRESPONDENCE DATA**

Fax Number: (858)509-3691

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 858-720-8900

Email: pmcdougall@sheppardmullin.com

Correspondent Name: Sheppard Mullin Richter & Hampton LLP

Address Line 1: 333 S. Hope Street, 48th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

12EX-124527

NAME OF SUBMITTER:

Pridge McDougall

**Total Attachments: 13**

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## **Assignment of Patents, Patent Applications and Licenses**

WHEREAS, MINU, LLC, a North Carolina limited liability company, having a principal place of business at 321 Miles Branch Road, Pittsboro, NC 27312, USA ("MINU"), Stromax Technology, LLC, a North Carolina limited liability company, having a principal place of business at 321 Miles Branch Road, Pittsboro, NC 27312, USA ("Stromax") and Dr. Gholam A. Peyman, an individual with an address at 8654 Pontchartrain Boulevard, Apartment 1, New Orleans, LA 70124, USA (collectively with MINU and Stromax, the "Original Owners"), are the current record owners of the patents and patent applications (the "Patents") set forth in Schedule 1 hereto;

WHEREAS, the Original Owners assigned all right, title and interest in and to the Patents to Advanced Ocular Systems, Inc., a Delaware corporation, having a principal place of business at 10 Gingerbread Lane, Marblehead, MA 01945 ("AOS, Inc.");

WHEREAS, AOS, Inc. is owned 100% by Advanced Ocular Systems Limited, its parent company organized under the laws of Western Australia ("AOS Ltd.");

WHEREAS, pursuant to that certain Patent Purchase Agreement dated September 20, 2007 (the "Agreement"), AOS, Inc. has agreed to sell, assign, transfer and convey to AcuFocus, Inc., a Delaware corporation with a principal place of business at 32 Discovery Suite 200, Irvine, CA 92618 ("AcuFocus"), all right, title or interest in and to the Patents and AOS, Ltd. as the parent company of AOS, Inc. authorized and concurred with such transaction; and

WHEREAS, the Original Owners, AOS, Inc., AOS, Ltd., and AcuFocus, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, wish to affirm and perfect the above chain of title by this recordable instrument and enable clear and irrefutable title to the Patents to pass to AcuFocus;

NOW, THEREFORE, the Original Owners, AOS, Inc., and AOS, Ltd. hereby acknowledge and confirm the legal sufficiency and effect of the above-referenced assignments of all right, title or interest in and to the Patents toward the present assignee AcuFocus, and each of them hereby further grants a quitclaim assignment to AcuFocus of any and all right, title and interest in and to the Patents that they might presently retain, and agree that this document shall constitute a recordable assignment of such right in the U.S. Patent and Trademark Office and in any foreign jurisdiction to evidence that AcuFocus is the present owner of all right, title and interest in and to the Patents.

In addition to the assignment of the Patents to AcuFocus, the Original Owners hereby acknowledge that MINU granted to AOS, Inc. certain licenses for the patents listed on Schedule 2 (the "Licenses"). AOS, Inc. now wishes to assign the Licenses to AcuFocus pursuant to the Agreement and the Original Owners consent to said assignment of the Licenses, such that, as a result, the Original Owners directly grant the Licenses to AcuFocus. The Licenses consists of a perpetual, irrevocable, exclusive, royalty-free, fully paid up, transferable, sublicensable, universe wide right and license to AcuFocus to make, have made, use, import, sell, and offer to sell products which, but for these license, would infringe on claims of the patents listed on Schedule 2. The Licenses granted to AcuFocus by Original Owners are limited to the following products and fields of use: PAI-LASIK corneal inlays (reversible/redoable correction of myopia, hyperopia, astigmatism), PAI-LASIK sub-epithelial onlays (reversible/redoable correction of myopia, hyperopia, astigmatism), CLK/Presbyopia (correction of presbyopia without materially impeding patients' distance vision) and CLK/low myopia (correction of low myopia without materially impeding patients' distance vision). The duration of the Licenses shall be uninterrupted until the last to legally expire of the patents listed on Schedule 2.

The Original Owners hereby acknowledge that they will promptly, and in any event within five (5) business days of AcuFocus' written request, sign, notarize as necessary and return to AcuFocus any subsequent documents required by any governmental authority or other party to evidence the transfer of the Patents and Licenses to AcuFocus, including any documents required to revive or attempt to revive any filings outside of the United States that have lapsed or been abandoned, and take such other lawful action at AcuFocus' request as may be necessary to attempt to revive and foreign patent filings, and AcuFocus will promptly reimburse the Original Owners for any out of pocket third party expenses incurred in connection therewith, to which AcuFocus has consented in advance.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party has caused this Assignment to be signed by its duly authorized representative, this 24<sup>th</sup> day of ~~September~~ JULY 2007.

MINU, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

*JD Lindstrom*  
*CEO + President*

STROMAX TECHNOLOGY, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

*JD Lindstrom*  
*CEO + President*

GHOLAM A. PEYMAN

ADVANCED OCULAR SYSTEMS, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ADVANCED OCULAR SYSTEMS, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ACUFOCUS, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NORTH CAROLINA )

COUNTY OF ORANGE )

On 7-24-2007, before me, ROBERT G CARTER, a Notary Public, personally appeared JD LINDJORD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature [Signature]



STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

IN WITNESS WHEREOF, each party has caused this Assignment to be signed by its duly authorized representative, this 20 day of September 2007.

MINU, LLC

\_\_\_\_\_  
By:  
Title:

STROMAX TECHNOLOGY, LLC

\_\_\_\_\_  
By:  
Title:

GHOLAM A. PEYMAN

\_\_\_\_\_  
ADVANCED OCULAR SYSTEMS, INC.

\_\_\_\_\_  
By:  
Title:

ADVANCED OCULAR SYSTEMS, LLC

\_\_\_\_\_  
By:  
Title:

ACUFOCUS, INC.

\_\_\_\_\_  
By:  
Title:

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

STATE OF Arizona )  
 )  
COUNTY OF Maricopa )

On Sept 20, 2007, before me, Jonnene Marie Jones, a Notary Public, personally appeared Gholam A Peyman MD personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Jonnene Marie Jones





IN WITNESS WHEREOF, each party has caused this Assignment to be signed by its duly authorized representative, this 24th day of September 2007.

MINU, LLC

\_\_\_\_\_  
By:  
Title:

STROMAX TECHNOLOGY, LLC

\_\_\_\_\_  
By:  
Title:

GHOLAM A. PEYMAN

\_\_\_\_\_

ADVANCED OCULAR SYSTEMS, INC.

\_\_\_\_\_  
By: *Kevin Cross*  
Title: *Director* *Stromax USA, Inc. Secretary*

ADVANCED OCULAR SYSTEMS LTD

\_\_\_\_\_  
By: *Kevin Cross*  
Title: *Director* *Stromax USA, Inc. Secretary*

ACUFOCUS, INC.

\_\_\_\_\_  
By:  
Title:

STATE OF WESTERN AUSTRALIA

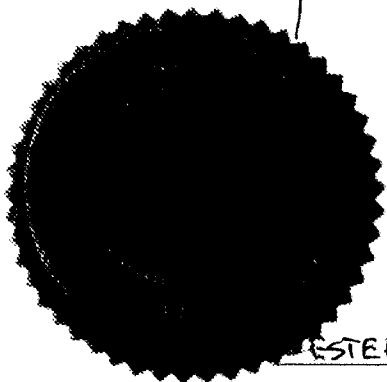
COUNTY OF Crawley

On 24<sup>th</sup> September 2007 before me, ELLIOTT JOHN PICTON-CHARLOW, a Notary Public, personally appeared EVAN CRAIG, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

E. J. Picton-Charlow



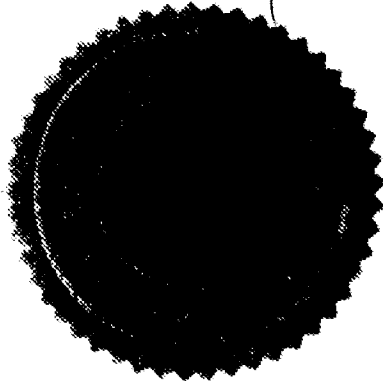
STATE OF WESTERN AUSTRALIA  
COUNTY OF Crawley

On 24<sup>th</sup> September 2007, before me ELLIOTT JOHN PICTON-CHARLOW, a Notary Public, personally appeared STUART USHER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

E. J. Picton-Charlow



Signature Page to Assignment of Patents, Patent  
Applications and Licenses

IN WITNESS WHEREOF, each party has caused this Assignment to be signed by its duly authorized representative, this 21<sup>st</sup> day of September 2007.

MINU, LLC

\_\_\_\_\_  
By:  
Title:

STROMAX TECHNOLOGY, LLC

\_\_\_\_\_  
By:  
Title:

GHOLAM A. PEYMAN

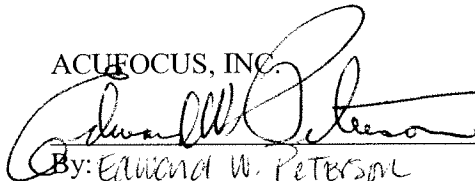
\_\_\_\_\_  
ADVANCED OCULAR SYSTEMS, INC.

\_\_\_\_\_  
By:  
Title:

ADVANCED OCULAR SYSTEMS, LLC

\_\_\_\_\_  
By:  
Title:

ACUFOCUS, INC.

  
\_\_\_\_\_  
By: Edward W. Peterson  
Title: President & CEO

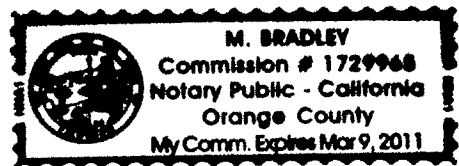
STATE OF California )

COUNTY OF Orange )

On September 21, 2007, before me, M. Bradley, a Notary Public, personally appeared ED PETERSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]



**Schedule 1**

**Patents**

**(attached)**

File Reference	Current Status	Priority Details			Application			Patent / Publication			Expiry Date	Inventors
		Date	Doc 1	Doc 2	Number	Date	Number	Date	Latest Known Owner			
PAT-GP- 300 US PR	Granted	10/20/1995	08/546148	*	08/546148	20/10/95	6221067	24/04/01	Mini LLC	20/10/15	Peyman	
PAT-GP- 300 US 1	Granted	10/20/1995	08/546148	*	08/552624	03/11/95	5722971	03/03/98	Advanced Outer Systems	20/10/15	Peyman	
PAT-GP- 300 US 2	Granted	10/20/1995	08/546148		08/569007	07/12/95	5964748	12/10/99	Mini LLC	20/10/15	Peyman	
PAT-GP- 300 US 3	Granted	10/20/1995	08/546148		08/940202	29/09/97	6203538	20/03/01	Mini LLC	20/10/15	Peyman	
PAT-GP- 300 US 4	Granted	10/20/1995	08/546148		09/397148	16/09/99	6217571	17/04/01	Mini LLC	20/10/15	Peyman	
PAT-GP- 301 US PR	Granted	4/25/1997	08/845448	*	08/845448	26/04/97	5919185	06/07/99	Stomax Technology LLC	26/04/17	Peyman	
PAT-GP- 301 PCT	Not Phase	4/25/1997	08/845448	*	PCT/US88/04680	11/03/98	WO98/048715	05/11/98	Peyman, Ghodan A.	N/A	Peyman	
PAT-GP- 301 AU	Granted	4/25/1997	08/845448	*	198864567	11/03/98	739297	11/10/01	Stomax Technology LLC	11/03/18	Peyman	
PAT-GP- 301 BR	Accepted	4/25/1997	08/845448	*	P1-9809289-8	11/03/98	pending	pending	Stomax Technology LLC	11/03/18	Peyman	
PAT-GP- 301 CA	Under Exam	4/25/1997	08/845448	*	2286718	11/03/98	pending	pending	Peyman, Ghodan A.	11/03/18	Peyman	
PAT-GP- 301 EP	Exam Req	4/25/1997	08/845448	*	98910287 6	11/03/98	1014872	pending	Peyman, Ghodan A.	11/03/18	Peyman	
PAT-GP- 301 KR	Granted	4/25/1997	08/845448	*	7009713/1999	11/03/98	600210	05/07/06	Stomax Technology LLC	11/03/18	Peyman	
PAT-GP- 301 MX	Granted	4/25/1997	08/845448	*	999769	11/03/98	227913	13/03/06	Stomax Technology LLC	11/03/18	Peyman	
PAT-GP- 301 SG	Granted	4/25/1997	08/845448	*	9905234-2	11/03/98	66728	14/07/02	Stomax Technology LLC	11/03/18	Peyman	
PAT-GP- 301 US	Granted	4/25/1997	08/845448	*	09/260570	02/03/99	6197019	06/03/01	Stomax Technology LLC	26/04/17	Peyman	
PAT-GP- 302 US	Granted	10/20/1995	08/546148		09/260571	02/03/99	6280470	28/08/01	Stomax Technology LLC	26/04/17	Peyman	
PAT-GP- 302 PCT	Not Phase	3/2/1999	09/260571	*	PCT/US00/05285	01/03/00	WO00/51528	08/09/00	Peyman, Ghodan A.	N/A	Peyman	
PAT-GP- 302 AU	Granted	3/2/1999	09/260571	*	200037135	01/03/00	772492	12/08/04	Peyman, Ghodan A.	01/03/20	Peyman	
PAT-GP- 302 BR	Exam Req	3/2/1999	09/260571	*	P1-0008601-0	01/03/00	pending	pending	Peyman, Ghodan A.	01/03/20	Peyman	
PAT-GP- 302 CA	Exam Req	3/2/1999	09/260571	*	2366022	01/03/00	pending	pending	Peyman, Ghodan A.	01/03/20	Peyman	
PAT-GP- 302 EP	Under Exam	3/2/1999	09/260571	*	00915953 4	01/03/00	1158936	08/09/00	Peyman, Ghodan A.	01/03/20	Peyman	
PAT-GP- 302 JP	Pending	3/2/1999	09/260571	*	0801999/2000	01/03/00	2002537895	pending	Peyman, Ghodan A.	01/03/20	Peyman	
PAT-GP- 302 MX	Under Exam	3/2/1999	09/260571	*	PA/02001/008759	01/03/00	pending	pending	Peyman, Ghodan A.	01/03/20	Peyman	
PAT-GP- 302 SG	Granted	3/2/1999	09/260571	*	200103286-9	01/03/00	83307	30/07/04	Peyman, Ghodan A.	01/03/20	Peyman	
PAT-GP- 303 US	Granted	4/25/1997	08/845448	*	09/260591	02/03/99	6063073	16/05/00	Stomax Technology LLC	26/04/17	Peyman	
PAT-GP- 303 PCT	Not Phase	3/2/1999	09/260591	*	PCT/US00/05284	01/03/00	WO00/61682	08/09/00	Peyman, Ghodan A.	N/A	Peyman	
PAT-GP- 303 AU	Granted	3/2/1999	09/260591	*	2000/37134	01/03/00	778310	25/11/04	Peyman, Ghodan A.	01/03/20	Peyman	
PAT-GP- 303 BR	Exam Req	3/2/1999	09/260591	*	P1-0008624-0	01/03/00	pending	pending	Peyman, Ghodan A.	01/03/20	Peyman	
PAT-GP- 303 CA	Exam Req	3/2/1999	09/260591	*	2364038	01/03/00	pending	pending	Peyman, Ghodan A.	01/03/20	Peyman	
PAT-GP- 303 EP	Accepted	3/2/1999	09/260591	*	00915952 6	01/03/00	1159033	08/09/00	Peyman, Ghodan A.	01/03/20	Peyman	
PAT-GP- 303 JP	Pending	3/2/1999	09/260591	*	0602343/2000	01/03/00	2002537912	pending	Peyman, Ghodan A.	01/03/20	Peyman	
PAT-GP- 303 MX	Granted	3/2/1999	09/260591	*	PA/02001/008760	01/03/00	226369	16/02/05	Peyman, Ghodan A.	01/03/20	Peyman	

File Reference	Current Status	Priority Details			Application		Patent / Publication			Expiry Date	Inventors
		Date	Doc 1	Doc 2	Number	Date	Number	Date	Latest Known Owner		1
PAT-GP- 303 SG	Granted	3/2/1999	09/260591	*	200105285-1	01/03/00	83306	27/02/04	Peyman, Ghodam A	01/03/20	Peyman
PAT-GP- 304 US	Granted	9/24/1997	08/936509	*	08/936509	24/09/97	5864776	12/10/99	Miru LLC	24/09/17	Peyman
PAT-GP- 305 US	Granted	3/10/2000	09/622901	*	09/622901	10/03/00	6458141	01/10/02	Miru LLC	10/03/20	Peyman
PAT-GP- 309 US	Granted	9/10/2001	09/949085	*	09/949085	10/09/01	6702807	09/03/04	Miru LLC	5/16/2022	Peyman
PAT-GP- 310 US	Granted	11/9/2001	09/986775	*	09/986775	09/11/01	6786926	07/09/04	Miru LLC	03/12/21	Peyman
PAT-GP- 310 US 1	Pending	11/9/2001	09/986775	*	10/934654	03/09/04	2005-0090895	28/04/05	Peyman, Ghodam A	09/11/21	Peyman
PAT-GP- 311 US	Granted	3/23/2001	*	*	09/815277	23/03/01	6989008	24/01/06	Miru LLC	05/05/02	Peyman
PAT-GP- 311 PCT	Nat Phase	3/23/2001	09/815277	09/843141	PCT/US02/08681	22/03/02	W002/76320	03/10/02	Peyman, Ghodam A	N/A	Peyman
PAT-GP- 311 EP	Exam Req	36973	09/815277	*	02722540.7	37337	1381326	pending	Peyman, Ghodam A	44642	Peyman
PAT-GP- 311 US 1	Granted	3/23/2001	09/815277	*	09/843141	27/04/01	6661307	22/04/03	Miru LLC	23/03/21	Peyman
PAT-GP- 311 US 2	Abandoned	3/23/2001	09/815277	09/843141	10/356730	03/02/03	abandoned	abandoned	ABANDONED	03/02/23	Peyman
PAT-GP- 317 US	Granted	7/19/2002	10/197885	*	10/197885	19/07/02	6855163	15/02/05	Miru LLC	19/07/22	Peyman
PAT-GP- 317 PCT	Nat Phase	7/19/2002	10/197885	*	PCT/US2003/022409	18/07/03	W02004/08990	29/01/04	Peyman, Ghodam A	N/A	Peyman
PAT-GP- 317 AU	Exam Req	7/19/2002	10/197885	*	2003252004	18/07/03	pending	pending	Peyman, Ghodam A	18/07/23	Peyman
PAT-GP- 317 EP	Exam Req	7/19/2002	10/197885	*	03765690.7	18/07/03	1534188	29/01/04	Miru LLC	19/07/23	Peyman
PAT-GP- 317 JP	Pending	7/19/2002	10/197885	*	2004-523534	18/07/03	pending	pending	Peyman, Ghodam A	18/07/23	Peyman

Annexure B

Continuation, Divisional or National Phase

PATENT

RECORDED: 11/01/2007

REEL: 020056 FRAME: 0057