

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
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: 5	
Property Type	Number
Application Number:	10091444
Patent Number:	6436092
Application Number:	10272402
Application Number:	10958826
Application Number:	10993169
CORRESPONDENCE DATA	
Fax Number:	(858)509-3691
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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

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PATENT
REEL: 020056 FRAME: 0088

Total Attachments: 11

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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/re-doable correction of myopia, hyperopia, astigmatism), PAI-LASIK sub-epithelial onlays (reversible/re-doable 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 24th day of ~~September~~ JULY 2007.

MINU, LLC

By: 

Title:

JD Lindgren

CEO + President

STROMAX TECHNOLOGY, LLC

By: 

Title:

JD Lindgren

CEO + President

GHOLAM A. PEYMAN

ADVANCED OCULAR SYSTEMS, INC.

By: _____

Title:

ADVANCED OCULAR SYSTEMS, LLC

By: _____

Title:

ACUFOCUS, INC.

By: _____

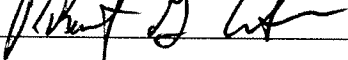
Title:

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 



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 27th day of September 2007.

MINU, LLC

By: _____

Title:

STROMAX TECHNOLOGY, LLC

By: _____

Title:

GHOLAM A. PEYMAN

ADVANCED OCULAR SYSTEMS, INC.

By: [Signature]

Title: DIRECTOR

[Signature]
STROMAX USHER
SECRETARY

ADVANCED OCULAR SYSTEMS LTD

By: [Signature]

Title: DIRECTOR

[Signature]
STROMAX USHER
SECRETARY

ACUFOCUS, INC.

By: _____

Title:

*Signature Page to Assignment of Patents, Patent
Applications and Licenses*

STATE OF WESTERN AUSTRALIA

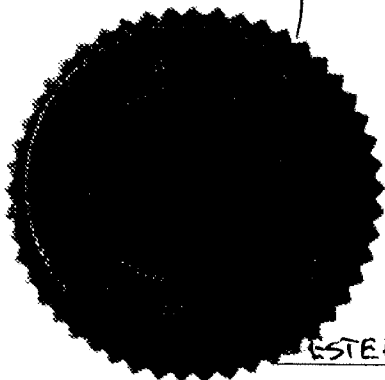
~~COUNTY OF~~ Crawley

On 24th September 2007 before me, ELLIOTT JOHN PICTON-WARLOW, a Notary Public, personally appeared EVAN CRAFF, 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-Warlow



WESTERN AUSTRALIA

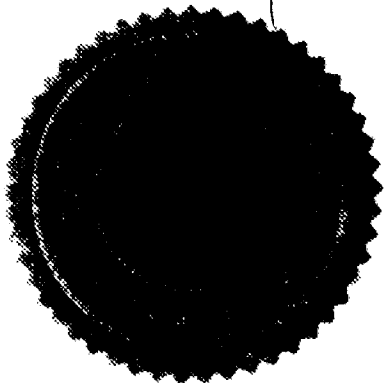
~~COUNTY OF~~ Crawley

On 24th September 2007 before me, ELLIOTT JOHN PICTON-WARLOW, 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-Warlow



*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 21st day of September 2007.

MINU, LLC

By:
Title:

STROMAX TECHNOLOGY, LLC

By:
Title:

GHOLAM A. PEYMAN

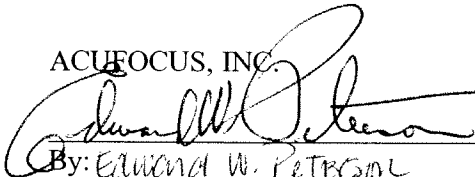
ADVANCED OCULAR SYSTEMS, INC.

By:
Title:

ADVANCED OCULAR SYSTEMS, LLC

By:
Title:

ACUFOCUS, INC.



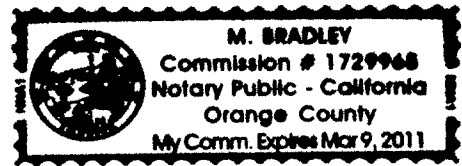
By: Edward W. Peterson
Title: President & CEO

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 M. Bradley



Schedule 2

Licenses

Patent Number	Patent Title	Inventor	Owner
US Patent Application No. 10/091,444	An Adjustable Universal Implant Blank for Modifying Corneal Curvature and Methods of Modifying Corneal Curvature Therewith	Gholam A. Peyman	MINU, LLC
US Patent Application No. 6,436,092	Adjustable Universal Implant Blank for Modifying Corneal Curvature and Methods of Modifying Corneal Curvature Therewith	Gholam A. Peyman	MINU, LLC
US Patent Application No. 10/272,402	Adjustable Inlay with Multizone Polymerization	Gholam A. Peyman	MINU, LLC
US Patent Application No. 10/958,826	Adjustable Intraocular Lens for Insertion into the Capsular Bag	Gholam A. Peyman	MINU, LLC
US Patent Application No. 10/993,169	Adjustable Optical Element with Multizone Polymerization	Gholam A. Peyman	MINU, LLC