

Form PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)

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

## RECORDATION FORM COVER SHEET PATENTS ONLY

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)**

Henry Welling Lane  
Eric Rhea

**2. Name and address of receiving party(ies)**

Name: Dioptics Medical Products, Inc.

Internal Address: \_\_\_\_\_

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

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

Execution Date(s) April 9, 2008

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

Street Address: 125 Venture Drive

City: San Luis Obispo

State: CA

Country: USA Zip: 93401

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)  
29/307,247

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Derek J. Westberg

Internal Address: \_\_\_\_\_

Street Address: 569 Clyde Ave., Ste. 530

City: Mountain View

State: CA Zip: 94043

Phone Number: (650) 968-0410

Fax Number: (650) 968-4383

Email Address: \_\_\_\_\_

**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  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-1610

Authorized User Name Derek J. Westberg

**9. Signature:**

  
Signature

April 30, 2008  
Date

Derek J. Westberg  
Name of Person Signing

Total number of pages including cover  
sheet, attachments, and documents: 4

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

CH \$40.00 501610 29307247

Atty. Dkt. No. DIOP-17600**ASSIGNMENT**

WHEREAS, we, Henry Welling Lane and Eric Rhea, (Assignors) made certain inventions or discoveries (or both) set forth in an Application for Letters Patent of the United States of America entitled **EYEWEAR**, the specification of which is filed herewith or if filed at a later date, we hereby authorize and request Derek J. Westberg (Reg. No. 40,872), to insert here in parentheses

(Application number 29 / 307, 247, filed 04 / 09 / 2008)

the filing date and application number of said Application when known.

WHEREAS, Dioptics Medical Products Inc., a corporation of the State of California, and whose address is 125 Venture Drive, San Luis Obispo, California 93401 and who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to me, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation;

1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable;
3. Authorize and request the officials of the United States Patent and Trademark Office and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this

Atty. Dkt. No. DIOP-17600

assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing any facts of our conceptions, disclosures, and reduction to practice of said inventions or discoveries.

IN TESTIMONY WHEREOF, Assignor has hereunto signed his name to this assignment on the date indicated below:

  
Henry Welling Lane

APRIL 9, 2008  
date

STATE OF CALIFORNIA

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

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known 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/she executed the same in his/her authorized capacity and that by his/her 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.

SEAL  
\_\_\_\_\_

Notary Public

Atty. Dkt. No. DIOP-17600

IN TESTIMONY WHEREOF, Assignor has hereunto signed his name to this assignment on the date indicated below:

Eric Rhea  
Eric Rhea

April 9, 2008  
date

STATE OF CALIFORNIA

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

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known 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/she executed the same in his/her authorized capacity and that by his/her 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.

SEAL

\_\_\_\_\_

Notary Public