



103509782

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

6-20-08

1. Name of conveying party(ies):

Yongxing Qiu  
Lynn Cook Winterton  
John Martin Lally

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

2. Name and address of receiving party(ies)

Name: Novartis AG

Street Address: Lichtstrasse 35

City: Basel State: Switzerland ZIP: 4056

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: 04/26/2007 and 04/27/2007

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

10/732,543

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: CIBA Vision Corporation

Internal Address: Patent Department

Street Address: 11460 Johns Creek Parkway

City: Duluth State: GA ZIP: 30097-1518

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed
- Authorized to be charged to deposit account and any other additional fees required.

8. Deposit account number:

50-2965 (in the name of Ciba Vision)

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

**DO NOT USE THIS SPACE**

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Sheng-Hsin Hu

Name of Person Signing  
Reg. No. 50,328

Signature

June 18, 2008

Date

Certificate of Mailing below

Total number of pages including cover sheet, attachments, and document: 06/20/2008 DBYRNE 00000088 502965 10732543

Mail documents to be recorded with required cover sheet information to: 40.00 DA  
Director of the US Patent and Trademark Office, PO Box 1450  
Alexandria, VA 22313-1450

**CERTIFICATE OF MAILING**

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to the: Commissioner for Patents, PO Box 1450, Alexandria, VA 22313-1450

Martha Martin

Type or print name

Signature

June 18, 2008

Date

**ASSIGNMENT**

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, we

Yongxing Qiu	residing at	540 Stedford Lane Duluth, Georgia 30097
Lynn Cook Winterton	residing at	840 Locust Grove Court Alpharetta, Georgia 30004
John Martin Lally	residing at	28362 Via Nandina Laguna Niguel, CA 92677,

do hereby sell, assign and transfer to **Novartis AG**, a company organized under the laws of the Swiss Confederation, of Lichtstrasse 35, Basel, Switzerland 4056, and its successors, assigns and legal representatives, all of our right, title and interest for all countries of the world hereinafter referred to collectively as the "**ASSIGNEES**" in and to (1) all of our inventions and discoveries described in the patent provisional or non-provisional patent application(s) titled

METHOD FOR MAKING MEDICAL DEVICES HAVING ANTI-MICROBIAL COATINGS  
THEREON

and filed in the United States Patent and Trademark Office on December 10, 2003 and accorded Application Number 10/732,543\* (2) the patent application(s) identified in (1), (3) the right to file patent applications on said inventions and discoveries in the names of **ASSIGNEES** or their designees or in our name, at their election and in accordance with applicable law in all countries and regions, (4) for all patent applications, all rights of priority based upon the patent application identified in (1) in all countries and regions under the Paris Convention for the Protection of Industrial Property, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the patent application identified in (1) is a provisional patent application, under 35 USC 119(e), (5) all patent applications in all countries and regions claiming the priority of the patent application identified in (1) and only one or more inventions and/or discoveries disclosed in said patent application (including national stages of any international patent application), (6) all continuations and divisions of any non-provisional patent application identified in (1) and any patent application within the scope of (5) (including further continuations and divisions such as, but not limited to, continuations of continuations and continuations of divisions), ((2), (5) and (6) hereinafter referred to collectively as "patent applications"), (7) all patents that are granted on any of said patent applications, (8) all registrations and confirmations of, and importation certificates based upon, one or more of said patents and applications for such registrations, confirmations and importation certificates and (9) all reissues, renewals and extensions of said patents, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said **ASSIGNEES** and their successors, assigns and legal representatives to the full ends of the terms for which said patents, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals

and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by us if this sale, assignment and transfer had not been made.

And we hereby covenant and agree that we will, at any time, (i) upon the request, but at the expense, of **ASSIGNEES** or their successors, assigns or legal representatives execute and deliver all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, patent applications, patents, registrations, confirmations, importation certificates, reissues, renewals, extensions, reexamination certificates, supplementary protection certificates and applications within the scope of (8) and (9) in **ASSIGNEES** or their successors, assigns or legal representatives, including the execution and procurement of all further documents evidencing this sale, assignment and transfer as may be necessary or desirable for recording the same in the patent office or other intellectual property office, agency or the like of any country or region, (ii) upon the request, but at the expense, of **ASSIGNEES** or their successors, assigns or legal representatives execute all additional patent applications within the scope of (5) and (6) and all applications within the scope of (8) or (9) and (iii) make all rightful oaths and declarations and do all lawful acts required for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEES** or their successors, assigns or legal representatives.

\*We hereby authorize **ASSIGNEES** and their representatives to insert in this Assignment the filing date(s) and Application Number(s) of said provisional or non-provisional patent application(s) when notified thereof.

Executed this 26th day of April, 2007.

Yongxing Qiu L.S.

**ACKNOWLEDGEMENT**

State of Georgia )  
County of Fulton ) s.s.:

On this 26th day of April, 2007, personally appeared before me

Yongxing Qiu to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Barbara L. Wagner  
Notary Public



Executed this 27 day of April, 2007.

Lynn Cook Winterton L.S.  
Lynn Cook Winterton

**ACKNOWLEDGEMENT**

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 ) s.s.:  
County of Fulton )

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(Seal)

Barbara L. Wagner  
Notary Public

~~BARBARA L. WAGNER  
Notary Public, Gwinnett County, Georgia  
My Commission Expires May 13, 2005~~

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
L.S.  
John Martin Lally

**BARBARA L. WAGNER**  
Notary Public, Gwinnett County, Georgia  
My Commission Expires May 16, 2009

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
 ) s.s.:  
County of \_\_\_\_\_ )

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(Seal)

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Notary Public

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Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ L.S.  
Yongxing Qiu

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
 ) s.s.:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me

\_\_\_\_\_ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

\_\_\_\_\_  
Notary Public

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Lynn Cook Winterton L.S.

**ACKNOWLEDGEMENT**

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  ) s.s.:  
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(Seal)

\_\_\_\_\_  
Notary Public

Executed this 26 day of April, 2007.

John M. Lally L.S.  
John Martin Lally

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
  ) s.s.:  
County of \_\_\_\_\_ )

*attached acknowledgment*

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(Seal)

\_\_\_\_\_  
Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

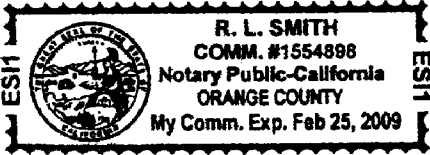
County of Orange } ss.

On April 26, 2007 before me, John Martin Lally  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared RL Smith, Notary Public  
Name(s) of Signer(s)

- personally known to me
- 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.

R L Smith  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

