

09-08-2008

OMB No. 0651-0011 (exp. 4/94)

Case 52199-US-NP



To the Honorable Commissioner

103523373

attached original documents or copy thereof.

1. Name of conveying party(ies):

Ming Ye

Curtis Dean McKenney

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

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: July 29, 2008

2. Name and address of receiving party(ies)

Name: Novartis AGStreet Address: Lichtstrasse 35City: Basel State: Switzerland ZIP: 4056Additional name(s) & address(es) attached? ☐ Yes ☒ No

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)

12/221,566

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 CorporationInternal Address: Patent DepartmentStreet Address: 11460 Johns Creek ParkwayCity: Duluth State: GA ZIP: 30097-15186. Total number of applications and patents involved: 17. 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.*Jian ZhouName of Person Signing
Reg. No. 41,422

Signature

September 2, 2008

Date

☒ Certificate of Mailing belowTotal number of pages including cover sheet, attachments, and document: 2Mail documents to be recorded with required cover sheet information to:
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

September 2, 2008
DatePATENT
REEL: 021496 FRAME: 0181

ASSIGNMENT

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

(1) Ming Ye and (2) Curtis Dean McKenney

respectively residing at

(1) 5100 Alaire Drive, Fort Worth, TX 76132, US, and

(2) 2466 Stonecroft Way, Duluth, GA 30097, US

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

TORIC CONTACT LENS WITH IMPROVED POSTERIOR SURFACE DESIGN

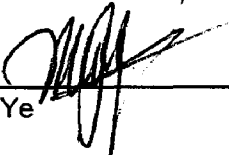
and filed in the United States Patent and Trademark Office on August 5, 2008 and accorded Application Number 12/221,566 * and/or filed in the RO/US on August 5, 2008 and accorded International Patent Application Number PCT/US08/72213 *, (2) the patent application(s) identified in (1), (3) all national stages of any international patent application identified in (1), (4) all other patent applications in all countries and regions claiming the priority of the provisional or non-provisional patent application filed in the United States Patent and Trademark Office on **August 7, 2007**, and accorded Application Number **60/954,339**, (5) for all patent applications, all rights of priority based upon the United States patent application identified in (4) 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 United States patent application identified in (4) is a provisional patent application, under 35 USC 119(e) (including the right to file patent applications on said inventions and discoveries in the names of **ASSIGNEE** or their designees or in our names, at their election and in accordance with applicable law in all countries and regions), (6) all continuations and divisions of any United States patent application or international patent application designating the United States identified in (1), any national stages of any international application identified in (1) and any patent applications within the scope of (4) (including further continuations and divisions such as, but not limited to, continuations of continuations and continuations of divisions), ((2)-(4) 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 **ASSIGNEE** 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.

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

And we hereby covenant and agree that we will, at any time, (i) upon the request, but at the expense, of **ASSIGNEE** 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 **ASSIGNEE** 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 **ASSIGNEE** or their successors, assigns or legal representatives execute all additional patent applications within the scope of (3), (4) 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 requisite for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEE** or their successors, assigns or legal representatives.

Executed this 29 day of July, 2008

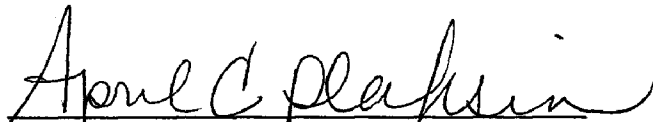
 L.S.
Ming Ye

ACKNOWLEDGEMENT

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

On this 29 day of July, 2008, personally appeared before me Ming Ye 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 29 day of July, 2008

Curtis Dean McKenney L.S.
Curtis Dean McKenney

ACKNOWLEDGEMENT

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

On this 29 day of July, 2008, personally appeared before me Curtis Dean McKenney 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)

April C. Plakhsin
Notary Public