

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bausch & Lomb Incorporated	01/20/2009
RECEIVING PARTY DATA	
Name:	Technolas GmbH Ophthalmologische Systeme
Street Address:	Hans-Riedl-Strass 7
Internal Address:	Feldkirchen
City:	Munich
State/Country:	GERMANY
Postal Code:	85622
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6939342
CORRESPONDENCE DATA	
Fax Number:	(585)338-8706
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5853385528
Email:	Michelle.2.Miller@bausch.com
Correspondent Name:	Bausch & Lomb Incorporated
Address Line 1:	One Bausch & Lomb Place
Address Line 4:	Rochester, NEW YORK 14604
ATTORNEY DOCKET NUMBER:	P03133
NAME OF SUBMITTER:	Craig E. Larson
Total Attachments: 2 source=3133#page1.tif source=3133#page2.tif	

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PATENT
REEL: 022542 FRAME: 0164

ASSIGNMENT

WHEREAS, **Bausch & Lomb Incorporated**, a corporation of the Country of the United States, having offices at One Bausch & Lomb Place, Rochester, NY 14604 (hereinafter referred to as **ASSIGNOR**), has made the following invention and has filed applications for patent and/or has secured patents as follows:

SYSTEM AND METHOD FOR EVALUATING A SECONDARY LASIK TREATMENT

Bausch & Lomb Incorporated Docket Number: P03133

Australian Application No.:	2003297692	(filed December 5, 2003)
Canadian Application No.:	2476333	(filed December 5, 2003)
United States Patent No.:	6,939,342	(granted September 6, 2005)

WHEREAS, **Technolas GmbH Ophthalmologische Systeme**, a corporation of the Country of Germany, having offices at Hans-Riedle-Strasse 7, 85622 Feldkirchen, Munich, Germany (hereinafter referred to as **ASSIGNEE**), is desirous of acquiring the entire interest in and to said invention and under said applications and/or patents or similar legal protection to be obtained therefore in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said invention and in and to all applications and/or patents or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said applications and/or patents or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted and also transfers the right to claim Paris Convention priority from any such patent or application.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

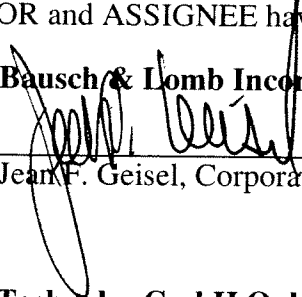
ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said applications and/or patents and said invention and legal equivalents in foreign countries as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required

to apply for, obtain, maintain, issue and enforce said applications and/or patents and said equivalents thereof in any country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have hereunto set hand and seal.

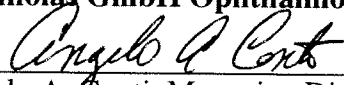
Date: January 20, 2009

Bausch & Lomb Incorporated


Jean F. Geisel, Corporate Secretary

Date: January 15, 2009

Technolas GmbH Ophthalmologische Systeme


Angelo A. Conti, Managing Director

State of New York)
County of Monroe) ss.

I, Lea Ann Gammiero, a Notary Public in and for the State and County aforesaid, do hereby certify that Jean F. Geisel appeared before me and stated that she is the Corporate Secretary of **Bausch & Lomb Incorporated**, who is duly authorized to sign this document on behalf of Assignor, and that the instrument was signed on behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed.

In Witness Whereof, I have hereunto set my hand on this 20 day of January 2009.

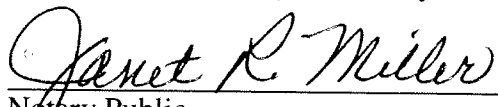

Notary Public

State of Missouri)
County of St. Louis) ss.

LEA ANN GAMMIERO
Notary Public in the State of New York
Monroe County
Commission Expires May 31, 2011

I, Janet R. Miller, a Notary Public in and for the State and County aforesaid, do hereby certify that Angelo A. Conti appeared before me and stated that he is the Managing Director of **Technolas GmbH Ophthalmologische Systeme**, who is duly authorized to sign this document on behalf of Assignor, and that the instrument was signed on behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed.

In Witness Whereof, I have hereunto set my hand on this 15 day of January, 2009.


Notary Public

