

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dr. Jaime Zacharias	12/22/2008
RECEIVING PARTY DATA	
Name:	Alcon Research, Ltd.
Street Address:	6201 South Freeway
City:	Forth Worth
State/Country:	TEXAS
Postal Code:	76134
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	11765223
Application Number:	11766770
Application Number:	60971708
Application Number:	61050373
PCT Number:	US0867463
CORRESPONDENCE DATA	
<p>Fax Number: (518)377-6737</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 518-377-6737</p> <p>Email: jyablon@nycap.rr.com</p> <p>Correspondent Name: Jay R. Yablon</p> <p>Address Line 1: 910 Northumberland Drive</p> <p>Address Line 4: Schenectady, NEW YORK 12309-2814</p>	
ATTORNEY DOCKET NUMBER:	ZACHP006
NAME OF SUBMITTER:	Jay R. Yablon

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REEL: 022623 FRAME: 0394

Total Attachments: 4

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ASSIGNMENT AGREEMENT

This Agreement, made as of the date it has been signed by both parties (the "Effective Date"), by and between Dr. Jaime Zacharias A., an individual with an address of Clinica Oftalmologica Pasteur, Av. Luis Pasteur 5917, Santiago, Chile ("Zacharias") and Alcon Research, Ltd., a Delaware corporation, having a place of business at 6201 South Freeway, Fort Worth, Texas 76134 and its affiliates ("Alcon").

WITNESSETH:

WHEREAS, Zacharias is the owner or otherwise controls and has the right to grant assignments of his interest in certain technology and concepts relating to post-occlusion surge protection in surgical systems, particularly systems designed for the removal of cataracts ("Subject Technology");

WHEREAS, Alcon wishes to obtain an assignment of Zacharias' entire interest in and to the Subject Technology, including any patents that may be applied for relative to the Subject Technology;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows.

ARTICLE I **DEFINITIONS AND INTERPRETATION**

Section 1.01 Defined Terms.

"Assigned Rights" means, on a worldwide basis, all patent rights, trade secrets, know-how and other intellectual property rights associated with the Subject Technology, as outlined in the following U.S. patent applications: (i) U.S. Patent Application Serial No. 11/765,223 filed on June 19, 2007, (ii) U.S. Patent Application Serial No. 11/766,770 filed on June 21, 2007, and (iii) U.S. Patent Application Serial No. 60/971,708 filed on September 12, 2007, including any and all patents that may be granted based on one or more of the above-identified patent applications and/or continuations, continuations-in-part, divisionals, or foreign counterparts thereof, as well as all technical information and documentation associated therewith.

ARTICLE II **ASSIGNMENT**

Section 2.00 Assignment.

Zacharias hereby assigns to Alcon and Alcon hereby accepts from Zacharias upon the terms and conditions herein specified, all rights that he may own in and to the Assigned Rights.

ARTICLE III
CONSIDERATION

Section 3.00 Assignment Fee.

In consideration for the assignment granted in Article II above, Alcon shall pay Zacharias a non-refundable assignment fee.

ARTICLE IV
NOTICES AND ADDRESSES

Section 4.00 Notices.

Any written communication, notice, report or payment shall be addressed and mailed to the addressed party at the appropriate one of the following addresses:

Alcon:	Alcon Research, Ltd. IP Legal, TB4-8 6201 South Freeway Fort Worth, Texas 76143-2099
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Zacharias:	Dr. Jaime Zacharias A. Clinica Oftalmologica Pasteur Av. Luis Pasteur 5917 Santiago CHILE
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Either party may change its mailing address for the purpose of this Agreement by giving the other party notice of such changes fifteen (15) days prior to the date upon which the change is to become effective. All written communications, notices, reports or payments shall be sent by express courier (FedEx, DHL or the like) or first-class mail, postage prepaid and certified.

ARTICLE V
PATENT PROSECUTION

Section 5.00 Prosecution of any Patents in the Assigned Rights.

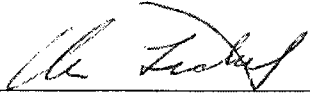
As of the Effective date, the responsibility for preparing, prosecuting and maintaining any patent applications contained within the Assigned Rights shall be solely the obligation of Alcon. The expenses of preparing prosecuting and maintaining such patent applications shall be solely at the discretion and be the responsibility of Alcon. Nothing herein shall be construed as requiring Alcon to file, prosecute or maintain any patent application for the Assigned Rights. Zacharias shall reasonably cooperate with Alcon in the preparation, filing and prosecution of any patent applications associated with the Assigned Rights and shall execute all documents and do

REDACTED

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the last day indicated below.

ALCON RESEARCH, LTD.

12/26/08
Date


Kenneth F. Lickel
Vice President, General Manager

DEC 22, 2008
Date

JAIME ZACHARIAS A,
