### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Ming Ye	09/15/2008
Curtis Dean McKenney	09/12/2008

#### **RECEIVING PARTY DATA**

Name:	Novartis AG
Street Address:	Lichtstrasse 35
City:	Basel
State/Country:	SWITZERLAND
Postal Code:	4056

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12351482

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	34157-US-CNT
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NAME OF SUBMITTER: Jian Zhou

**Total Attachments: 3** 

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**PATENT** 

REEL: 022647 FRAME: 0322

#### **ASSIGNMENT**

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

Ming Ye residing at 5100 Alaire Drive

Fort Worth, Texas 76132

Curtis Dean McKenney residing at 2466 Stonecroft Way

Duluth, Georgia 30097,

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

## Toric Lens Design

and filed in the United States Patent and Trademark Office on February 22, 2006 and accorded Application Number 11/359,641\* (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

PATENT REEL: 022647 FRAME: 0323 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 15 day of Sept., 20 08.
L.S.
Ming Ye
ACKNOWLEDGEMENT
State of Georgia ) ) s.s.:  County of Fulton )
County of <u>Fulton</u> ) s.s.:
On this $15$ day of Sept 20 08, 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) April C plakin
Notary Public

PATENT REEL: 022647 FRAME: 0324

Executed this 12 day of Sapt, 2008.
Cut Duling L.S.
Curtis Dean McKenney
ACKNOWLEDGEMENT
State of <u>Georgia</u> )  State of <u>Fulton</u> )  State of <u>Fulton</u> )
County of <u>Fulton</u> )
On this $12$ day of Sept, 20 08, personally appeared before me
<u>Curtis</u> <u>D. McKenney</u> 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 Plahsin
/ Notary Public

**RECORDED: 05/06/2009** 

PATENT REEL: 022647 FRAME: 0325