

Form **PTO-1595** (Rev. 03-09)  
OMB No. 0651-0027 (exp. 03/31/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies)

Tracey Technologies, LLC.

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

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) April 3, 2009

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Name: Tracey Technologies, Corp.

Internal Address: \_\_\_\_\_

Street Address: 16720 Hedgecroft, Suite 208

City: Houston

State: Texas

Country: USA Zip 77060

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

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

A. Patent Application No.(s)

USPN 7,303,281

☐ This document is being filed together with a new application.  
B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

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

Name: Benjamin Aaron Adler, Ph.D., J.D.

Internal Address: \_\_\_\_\_

Street Address: Adler & Associates

8011 Candle Lane

City: Houston

State: Texas Zip 77071

Phone Number: (713) 270-5391

Fax Number: (713) 270-5361

Email Address: Ben@adlerandassociates.com

### 6. Total number of applications and patents involved: 1

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

### 8. Payment Information

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

Benjamin A. Adler  
 Signature  
Benjamin A. Adler  
 Name of Person Signing

8/18/09  
 Date

Total number of pages including cover sheet, attachments, and documents: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 7303281

D6760

**ASSIGNMENT**

WHEREAS, **Tracey Technologies, LLC.**, of 16720 Hedgecroft, Suite 208 Houston, Texas 77060 (hereinafter called "ASSIGNOR") is owner of certain new and useful improvements in ***Method and Device for Determining Refractive Components and Visual Function of The Eye for Vision Correction***, an application for United States Letters Patent having been filed on November 14, 2003 as U.S. Serial No. 10/485,323 and now United States Patent Number 7,303,281.

WHEREAS, **Tracey Technologies Corp.**, of 16720 Hedgecroft, Suite 208, Houston, TX 77060, (hereinafter called "ASSIGNEE"), is desirous of acquiring, and ASSIGNOR are desirous of assigning to ASSIGNEE, all right, title and interest in and to said invention and application identified above.

NOW, THEREFORE, ASSIGNOR, for and in consideration of Ten Dollars (\$10.00) to us in hand paid, and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, do hereby sell, assign and convey upon ASSIGNEE and its successors and assigns the entire right, title and interest throughout the world in the inventions and improvements which are subject of an application for United States Patent signed by us, this assignment including said application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and we authorize the Assignee to apply in all countries in our name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and we agree for ourselves and our respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

**PATENT****REEL: 023107 FRAME: 0445**

And we do further covenant and agree that we will, at any time upon request, communicate to the Assignee, its successors, assigns or other legal representative, such facts relating to said invention and Letters Patent or the file history thereof as may be known to us, and testify as to the same in any interference or other litigation when requested, without further compensation but at the expense of said Assignee, its successors or other legal representatives.

DATE: April 3, 2009

Name: Youssef S. Wakil  
Youssef S. Wakil, President

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Notary Public

My Commission Expires: