## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:			NEW ASSIGNMENT		
NATURE OF CONVEYANCE:			NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:			03/31/2010		
CONVEYING PARTY DATA					
<u>۸</u>			lame	Execution Date	
University of Virginia				03/31/2010	
RECEIVING PARTY DATA					
Name:	University of Virginia Patent Foundation				
Street Address:	250 West Main Street, Suite 300				
City:	Charlottesville				
State/Country:	VIRGINIA				
Postal Code: 22902					
PROPERTY NUMBERS Total: 1					
Property Type			Number     80       4703     703		
Patent Number:		52047	703		
CORRESPONDENCE DATA					
Fax Number:     (434)924-2493     0					
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.					
Email:   kmoore@uvapf.org     Correspondent Name:   University of Virginia Patent Foundation					
Address Line 1: 250 West Main Street, Suite 300					
Address Line 4: Charlottesville, VIRGINIA 22902					
ATTORNEY DOCKET NUMBER:			00568-01		
NAME OF SUBMITTER:			Rodney L. Sparks		
Total Attachments: 2 source=Executed Assign-UVA to UVAPF (00568-01) (01056318)#page1.tif source=Executed Assign-UVA to UVAPF (00568-01) (01056318)#page2.tif					

## ASSIGNMENT

WHEREAS, the **University of Virginia**, One Boar's Head Pointe, P.O. Box 400301, Charlottesville, Virginia 22904-4301 (The "Assignor") possesses the right, title and interest for and in an invention entitled

## "EYE MOVEMENT AND PUPIL DIAMETER APPARATUS"

described in U.S. Patent Application Serial No. 07/713, 969, filed on June 11, 1991; U.S. Patent Serial No. 5,204,703, issued April 20, 1993, and all subsequent patent applications claiming priority thereto; and

WHEREAS, the **University of Virginia Patent Foundation**, a non-profit organization having a place of business at 250 West Main Street, Suite 300, Charlottesville, Virginia 22902 (the "Assignee") is desirous of acquiring the entire right, title and interest in and to the aforesaid invention, including any tangible materials embodied in or encompassed by the invention and any trade secrets pertaining to the invention, and any improvements thereon, (the "Invention") and in and to said applications for Letters patent thereon in the United States, its territories and possessions ("United States") and all foreign countries, including rights to claim priority, to any provisional applications, and in and to any letters Patent of the United States or any foreign country which may be granted therefore, including any and all reissues, divisions, continuations, continuations, substitutes, or extensions thereof (the "Rights");

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, the entire right, title and interest in and to the aforesaid Invention and Rights. The aforesaid assignment includes the right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any letters patent which maybe granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made;

AND Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all such Unites States or foreign letters Patent under said invention, or resulting from any of said applications thereof, to the Assignee, as the assignee of the entire right, title and interest in and to the same;

AND Assignor hereby represents, warrants and covenants that it has the full right to convey the entire interest herein assigned, that is has not executed and will not execute any instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

AND Assignor further covenants and agrees that Assignors will at any time upon request make, execute and deliver without further compensation, any and all other instruments in

Page 1 of 2

PATENT REEL: 024202 FRAME: 0777 writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for said Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in said Assignee, its successors and assigns, the entire right, title and interest in and to said Invention and Rights hereby sold, assigned, transferred and conveyed, and that Assignor will sign any application for reissue, division, continuation, continuation-inpart, renewal, substitute or extension for said application for Letters Patent or any resulting Letters Patent;

AND Assignor further covenants and aggress that Assignor will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid invention known to it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

IN WITNESS WHEREOF, said Assignor has hereunto set its hand and seal.

Signature of Representative for Assignor

Representative's Title:

Place of Execution:

Charlottesville, Virginia

And Graduate Studies. University of Virginia

David J. Hudson

Cal Alucko-

Associate Vice President for Research

CITY OF CHARLOTTESVILLE

COMMONWEALTH OF VIRGINIA

On this <u>3/st</u> day of <u>March</u>, 2010, before me, a Notary Public at large in and for the Commonwealth of Virginia, personally appeared David J. Hudson, to me known and known to be the Associate Vice President for Research and Graduate Studies of the University of Virginia, who executed the foregoing instrument in my presence, and acknowledged the same to be his and said organization's free act and deed.

) SS:

Kathlung Maara Notary Public My Commission expires: 7/31/2012



Page 2 of 2

PATENT REEL: 024202 FRAME: 0778

**RECORDED: 04/09/2010**