

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

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United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET PATENTS ONLY

Oct-2010

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)

Jeffrey P. GILBARD & Diptabhas SARKAR

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

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

Execution Date(s) October 3, 2007 & October 9, 2007

- ☒ 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: Osmopen, LLC

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

Street Address: 4910 Massachusetts Ave.

City: Washington, D.C.

State: \_\_\_\_\_

Country: United States Zip: 20016

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

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

A. Patent Application No. (s)

11/899,596

☐ 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: R. Neil Sudol

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

Street Address: Coleman Sudol Sapone, P.C.

714 Colorado Avenue

City: Bridgeport

State: CT Zip: 06605-1601

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$40

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

### 8. Payment Information

Deposit Account Number 04-0838

Authorized User Name R. Neil Sudol

### 9. Signature:

R. Neil Sudol  
Signature

May 18, 2010

Date

R. Neil Sudol

Name of Person Signing

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

5

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

PATENT

REEL: 024405 FRAME: 0425

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CH \$40.00 040838 11899596

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ASSIGNMENT

For one dollar (\$1.00) and other valuable consideration, which is hereby acknowledged, the undersigned (hereinafter "Assignor") transfers to Osmopen, LLC, a Limited Liability Company of the District of Columbia, of business at 4910 Massachusetts Ave., N.W. Washington, D.C. 20016, its successors, legal representatives, assigns and nominees (hereinafter "Assignee"), my/our entire right, title and interest in, to, and under:

- a. Assignor's application for Letters Patent entitled:

DEVICE FOR MEASURING CONCENTRATIONS OF CONSTITUENTS OF TEAR SAMPLE

Executed On: \_\_\_\_\_  
X Serial Number: 11/899,596 Filed: September 6, 2007

- b. Any and all inventions described in said application for Letters Patent.
- c. Any and all divisional, continuation, renewal, and substitute applications that may be filed for United States Letters Patent for any and all of said inventions.
- d. Any and all patents that may be granted on the foregoing applications and any and all continuations, reissues, or extensions thereof.
- e. Any and all improvements thereon or relating thereto which assignor has invented.
- f. Any and all rights in foreign countries under such applications and inventions, including the right to claim priority under such applications under the International Convention.

Assignor hereby authorizes and requests the Commissioner of Patents to issue any and all such Letters Patent for said invention to said Assignee.

Assignor further covenants and warrants that, to the best of his/her knowledge, the rights and properties herein conveyed are free and clear of any encumbrances and Assignee shall hold and enjoy any and all inventions, application, and Letters Patent issued thereon for its own use as fully and entirely as the Assignor would have held and enjoyed said rights had this assignment and sale not been made, including the full right of the Assignee to convey said rights.

Assignor further agrees on his/her own behalf, and on behalf of his/her heirs, legal representatives, administrators, and assigns, at any time, upon request, without additional compensation, but at no expense, to:

1. Communicate to said Assignee any facts relating to the invention and the history thereof;
2. Execute and deliver all papers and do all acts which may be necessary, desirable, or convenient to secure, maintain, and enforce patents for said invention in any and all countries; and to execute and deliver any and all papers or instruments that in the opinion of Assignee may be necessary or desirable to vest title thereto in Assignee or its nominees, including the execution and delivery of any and all papers or instruments to carry out the terms of this Agreement, and to secure to Assignee the full enjoyment of the rights and properties herein conveyed or intended to be conveyed; and

3. Testify at all proceedings concerning said invention and patents.

Full Name of First Inventor:

Jeffrey P. GILBARD

\_\_\_\_\_  
Inventor's Signature Date

Witness: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

Full Name of Second Inventor:

Paul GAVARIS

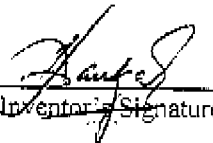
\_\_\_\_\_  
Inventor's Signature Date

Witness: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

Full Name of Third Inventor:

Diptabhas SARKAR

 10.8.07  
\_\_\_\_\_  
Inventor's Signature Date

Witness: JOHN SKILLIN  
Print Name

 10/9/07  
\_\_\_\_\_  
Signature Date

### ASSIGNMENT

For one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter "Assignor") hereby sells, assigns and transfers to Osmopen, LLC, a Limited Liability Company of the District of Columbia, having a principal place of business at 4910 Massachusetts, Ave., N.W. Washington, D.C. 20016, its successors, legal representatives, assigns and nominees (hereinafter "Assignee"), my/our entire right, title and interest in, to, and under:

- a. Assignor's application for Letters Patent entitled:

DEVICE FOR MEASURING CONCENTRATIONS OF CONSTITUENTS OF  
TEAR SAMPLE

Executed On: \_\_\_\_\_  
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- c. Any and all divisional, continuation, renewal, and substitute applications that may be filed for United States Letters Patent for any and all of said inventions.
- d. Any and all patents that may be granted on the foregoing applications and any and all continuations, reissues, or extensions thereof.
- e. Any and all improvements thereon or relating thereto which assignor has invented.
- f. Any and all rights in foreign countries under such applications and inventions, including the right to claim priority under such applications under the International Convention.

Assignor hereby authorizes and requests the Commissioner of Patents to issue any and all such Letters Patent for said invention to said Assignee.

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1. Communicate to said Assignee any facts relating to the invention and the history thereof;
2. Execute and deliver all papers and do all acts which may be necessary, desirable, or convenient to secure, maintain, and enforce patents for said invention in any and all countries; and to execute and deliver any and all papers or instruments that in the opinion of Assignee may be necessary or desirable to vest title thereto in Assignee or its nominees, including the execution and delivery of any and all papers or instruments to carry out the terms of this Agreement, and to secure to Assignee the full enjoyment of the rights and properties herein conveyed or intended to be conveyed; and

3. Testify at all proceedings concerning said invention and patents.

**Full Name of First Inventor:**

**Jeffrey P. GILBARD**

 10/19/07  
Inventor's Signature / Date

Witness: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

**Full Name of Second Inventor:**

**Paul GAVARIS**

\_\_\_\_\_  
Inventor's Signature Date

Witness: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

**Full Name of Third Inventor:**

**Diptabhas SARKAR**

\_\_\_\_\_  
Inventor's Signature Date

Witness: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date