PATENT ASSIGNMENT

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: **ASSIGNMENT**

CONVEYING PARTY DATA

Name	Execution Date
John Christopher Phelan	11/05/2009

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:	12616169

CORRESPONDENCE DATA

Fax Number: (678)415-3068

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

678-415-3334 Phone:

martha-j.martin@cibavision.com Email:

Correspondent Name: Martha Martin

Address Line 1: 11460 Johns Creek Parkway Address Line 4: Duluth, GEORGIA 30097

ATTORNEY DOCKET NUMBER: PAT053008-US-NP

NAME OF SUBMITTER: Jian Zhou

Total Attachments: 2

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> **PATENT** REEL: 024681 FRAME: 0251

ASSIGNMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, I, **John Christopher Phelan** residing at 245 Windsor Chase Trail, Duluth, GA 30097, US, do hereby sell, assign and transfer to Novartis AG, a company organized under the laws of the Swiss Confederation, of Lichtstrasse 35, 4056 Basel, Switzerland, (hereinafter referred to as the "**ASSIGNEE**") and its successors, assigns and legal representatives, all of my right, title and interest for all countries of the world in and to (1) all of my inventions and discoveries described in the patent application(s) titled

SILICONE HYDROGEL MATERIALS WITH CHEMICALLY BOUND WETTING AGENTS

and filed in the United States Patent and Trademark Office on November 11 accorded Application Number 12/616,169 * and/or filed in the RO/US on November 11 2009 and accorded International Patent Application Number PCT/<u>US2009/063945</u>*, (2) the patent application(s) identified in (1), (3) all national stages of any international patent application identified in (1), (4) all other patent applications in all countries and regions claiming the priority of the provisional or nonprovisional patent application filed in the United States Patent and Trademark Office on November 13, 2008. and accorded Application Number 61/114,228, (5) for all patent applications, all rights of priority based upon the United States patent application identified in (4) 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 United States patent application identified in (4) is a provisional patent application, under 35 USC 119(e) (including the right to file patent applications on said inventions and discoveries in the names of ASSIGNEE or their designees or in our names, at their election and in accordance with applicable law in all countries and regions), (6) all continuations and divisions of any United States patent application or international patent application designating the United States identified in (1), any national stages of any international application identified in (1) and any patent applications within the scope of (4) (including further continuations and divisions such as, but not limited to, continuations of continuations and continuations of divisions), ((2)-(4) 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 ASSIGNEE 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 me if this sale, assignment and transfer had not been made.

*I hereby authorize **ASSIGNEE** and their representatives to insert in this Assignment the filing date(s) and Application Number(s) of said patent application(s) when notified thereof.

And I hereby covenant and agree that I will, at any time, (i) upon the request, but at the expense, of **ASSIGNEE** 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 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 **ASSIGNEE** 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 **ASSIGNEE** or their successors, assigns or legal representatives execute all additional patent applications within the scope of (3), (4) and (6) and all applications within the scope of (8) or (9) and (iii) make all rightful oaths and declarations and do all lawful

PATENT REEL: 024681 FRAME: 0252

Page 2

acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEE** or their successors, assigns or legal representatives.

This Assignment is effective as from the earliest priority date as stated above.

Executed this 5th day of No Venker, 2009.

John Christopher Relan L.S.

ACKNOWLEDGEMENT

State of $\frac{Georgia}{Fulton}$) s.s.:

(Seal)

Notary Public

PATENT REEL: 024681 FRAME: 0253

RECORDED: 07/14/2010