#### 501933476 05/24/2012

#### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Allen Young	10/25/2010
John Blackmore	10/27/2010

## RECEIVING PARTY DATA

Name:	Andi Jobe
Street Address:	135 A. Southampton Lane
City:	Santa Cruz
State/Country:	CALIFORNIA
Postal Code:	95062

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12860831

#### **CORRESPONDENCE DATA**

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 (415)362-2928

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 415-362-3800

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US Mail.

Correspondent Name: Fliesler Meyer LLP

Address Line 1: 650 California Street, 14th Floor
Address Line 4: San Francisco, CALIFORNIA 94108

ATTORNEY DOCKET NUMBER:	EYELD-01000US0
NAME OF SUBMITTER:	Sheldon R. Meyer

#### Total Attachments: 4

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> PATENT REEL: 028267 FRAME: 0821

CH \$40.00 1286

## **ASSIGNMENT**

WHEREAS, the undersigned Inventors:

(1)	ALLEN YOUNG	
having an address of	202 Neptune Avenue, Encinitas, CA 94024	; and
(2)	JOHN BLACKMORE	
having an address of	620 East View Way, Redwood City, CA 94062	
(collectively "Inventor	s") have invented certain new and useful improvements in	

lave invented certain new and useful improvements in:

# ADJUSTABLE WEIGHTED EYELID CLOSURE DEVICES AND METHODS

and have executed on the 8th day of September, 2010 and the 25th day of August, 2010, respectively, a declaration or oath for an application for a United States patent disclosing and identifying the invention and/or said application having been filed on the 20th day of August, 2010, and assigned U.S. Patent Application No.

WHEREAS ANDI JOBE (hereinafter termed "Assignee"), an individual, having an address of 135 A Southampton Lane, Santa Cruz, CA 95062, wishes to acquire a one-third (1/3) undivided interest in the entire right, title and interest in and to said application(s) and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patent applications, patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

- Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the one-third (1/3) undivided interest (while retaining for each of the Inventors a one-third (1/3) undivided interest) in the entire right, title and interest (a) in and to said application(s) and said invention; (b) in and to all rights to apply in any and all countries of the world for patent applications, patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.
- Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting provisional, utility, substitute, divisional, continuing or additional applications covering said invention; (e)

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Attorney Docket No.: EYELD-01000US0 M:\srm\wp\EYELD\1000\Assignment.wpd for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions, invalidity actions, and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

- 3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.
- 4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date as given below and delivered this instrument to said Assignee:

Date	Inventor: Allen Young
$\frac{10/27/10}{\text{Date}}$	Inventor: John Blackmore
Date	Assignee: Andi Johe

for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions, invalidity actions, and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

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0(+ 25 2010 Date	ally
Daic	Inventor: Allen Young
Date	Inventor: John Blackmore
Date	Assignee: Andi Jobe

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Date	Inventor: Allen Young
Date	Inventor: John Blackmore
10 25 10 Date	Assignee: Andi Jobe