

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																		
NATURE OF CONVEYANCE:	ASSIGNMENT																		
CONVEYING PARTY DATA																			
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Bausch &amp; Lomb Incorporated</td> <td>06/11/2009</td> </tr> </tbody> </table>		Name	Execution Date	Bausch & Lomb Incorporated	06/11/2009														
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Bausch & Lomb Incorporated	06/11/2009																		
RECEIVING PARTY DATA																			
<table border="1"> <tr> <td>Name:</td> <td>Neomedix Corporation</td> </tr> <tr> <td>Street Address:</td> <td>15042 Parkway Loop, Suite A</td> </tr> <tr> <td>City:</td> <td>Tustin</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>92780</td> </tr> </table>		Name:	Neomedix Corporation	Street Address:	15042 Parkway Loop, Suite A	City:	Tustin	State/Country:	CALIFORNIA	Postal Code:	92780								
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Street Address:	15042 Parkway Loop, Suite A																		
City:	Tustin																		
State/Country:	CALIFORNIA																		
Postal Code:	92780																		
PROPERTY NUMBERS Total: 8																			
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>D434149</td> </tr> <tr> <td>Patent Number:</td> <td>5437678</td> </tr> <tr> <td>Patent Number:</td> <td>5690641</td> </tr> <tr> <td>Patent Number:</td> <td>5871492</td> </tr> <tr> <td>Patent Number:</td> <td>6117149</td> </tr> <tr> <td>Patent Number:</td> <td>5957921</td> </tr> <tr> <td>Patent Number:</td> <td>6142996</td> </tr> <tr> <td>Patent Number:</td> <td>6506176</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	D434149	Patent Number:	5437678	Patent Number:	5690641	Patent Number:	5871492	Patent Number:	6117149	Patent Number:	5957921	Patent Number:	6142996	Patent Number:	6506176
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Patent Number:	5957921																		
Patent Number:	6142996																		
Patent Number:	6506176																		
CORRESPONDENCE DATA																			
Fax Number:	(949)450-1764																		
Phone:	949-450-1750																		
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																			
Correspondent Name:	Robert D. Buyan, Esq.																		
Address Line 1:	4 Venture, Suite 300																		

OP \$320.00 D434149

Address Line 4: Irvine, CALIFORNIA 92618

ATTORNEY DOCKET NUMBER:

NEOME-029Z

NAME OF SUBMITTER:

Robert D. Buyan

**Total Attachments: 33**

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## BILL OF PATENT ASSIGNMENT

This Bill of Patent Assignment dated and effective as of October 31, 2008, is entered into by NEOMEDIX CORPORATION, a California corporation ("**Buyer**"), and BAUSCH & LOMB INCORPORATED, a New York corporation ("**Seller**").

### Recital

A. Buyer, has agreed to acquire from Seller and Seller has agreed to transfer to Buyer, subject to the *Agreement Regarding Right of First Negotiation* appended hereto as *Exhibit A*, certain United States and foreign patents and patent applications as listed on *Exhibit B* hereto, in exchange for the consideration specified in that certain Asset Purchase Agreement of even date herewith entered into by Buyer and Seller (the "Purchase Agreement").

### Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Sale.

Subject only to the Right of First Negotiation provided for in the *Agreement regarding Right of Negotiation* appended hereto as *Exhibit A* and the provisions of Section 3.6 of the Purchase Agreement, Seller hereby sells, conveys, transfers, assigns and delivers to and vests in Buyer and its successors and assigns, all of the Seller's right, title and interest in, to and under all of the patents and patent applications listed in *Exhibit B* hereto all on the terms and conditions set forth in the Purchase Agreement, including without limitation the disclaimer of warranties set forth therein.

2. Miscellaneous.

2.1 Binding Effect. The provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

2.2 Further Assurances. Seller and Buyer shall deliver any documents and do any other acts that may be reasonably necessary in the opinion of their respective counsel to carry out the purposes and intent of this Bill of Patent Assignment.

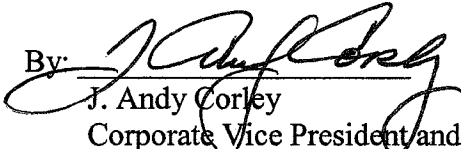
2.3 Governing Law. This Bill of Patent Assignment shall be governed by and construed in accordance with the law of the State of California, without giving effect to principles governing conflicts of law that would cause the law of any other jurisdiction to apply.

2.4 The Purchase Agreement. This Bill of Patent Assignment is executed and delivered in connection with the Purchase Agreement. Notwithstanding anything herein to the contrary, nothing herein shall in any way vary the promises, agreements, representations and warranties of any of the parties to, and set forth in, the Purchase Agreement. In the event of a conflict of any term, condition or provision between this Bill of Patent Assignment and the Purchase Agreement. In the event of a conflict of any term, condition or provision between this Bill of Patent Assignment and the Purchase Agreement, the terms, conditions and provisions of the Purchase Agreement shall prevail and supersede this Bill of Patent Assignment.

2.5 Counterparts. This Bill of Patent Assignment may be executed in multiple counterparts, which together shall constitute a single instrument. Facsimile delivery of an executed counterpart shall be valid and binding for all purposes.


IN WITNESS THEREOF, this Bill of Patent Assignment has been executed by the parties hereto effective as of the date of first above written.

**BAUSCH & LOMB  
INCORPORATED**

By:   
J. Andy Corley  
Corporate Vice President and  
Global President, Surgical Division

Date: 6-11-09

**NEOMEDIX CORPORATION**

By:   
Soheila Mirhashemi  
President

Date: 7/29/09

**EXHIBIT A**  
Please see attached

## AGREEMENT REGARDING RIGHT OF FIRST NEGOTIATION

This Agreement Regarding Right of First Negotiation, dated and effective as of \_\_\_\_\_, 2008, is entered into by BAUSCH & LOMB INCORPORATED, a New York corporation ("B&L"), and NEOMEDIX CORPORATION, a California corporation ("NEOMEDIX").

### Recitals

A. Concurrently with the execution and delivery of this Agreement, NEOMEDIX has acquired the patents listed on Exhibit A attached to this Agreement from B&L, together with certain related assets. (For purposes of this Agreement, the patents listed on Exhibit A attached to this Agreement, all patents issued on any of the patent applications listed on Exhibit A attached to this Agreement, together with all divisions, continuations, continuations-in-part, substitutions, reissues, extensions and foreign counterparts, are referred to as the "Patents").

B. Upon and subject to the terms and conditions contained in this Agreement, NEOMEDIX desires to grant to B&L, and B&L desires to receive from NEOMEDIX, a right of first negotiation in the event that NEOMEDIX hereafter desires to sell or license any of the Patents for use in ophthalmic applications.

### Agreement

In consideration of the foregoing recitals, and the mutual covenants set forth below, NEOMEDIX and B&L agree as follows:

1. **Right of First Negotiation.** Subject to Section 2 below, if at any time during the term of this Agreement, NEOMEDIX intends to sell any of the Patents or license rights under any of the Patents for use in ophthalmic applications, NEOMEDIX shall first give written notice (a "Negotiation Notice") to B&L of NEOMEDIX's intention, which will identify the Patent or Patents in question (the "Designated Patents") and contain a description of the scope of the rights proposed to be sold or licensed. B&L will have a period of fifteen (15) days following the receipt of the Negotiation Notice to notify NEOMEDIX in writing of B&L's election (subject to execution of appropriate confidentiality and non-use agreements reasonably acceptable to NEOMEDIX) to exercise its right of first negotiation under this Agreement with respect to the Designated Patents (a "Notice of Election"). Upon timely delivery to NEOMEDIX of the Notice of Election by B&L, the parties shall, for a period of forty-five (45) days commencing on the date of NEOMEDIX's receipt of the Election Notice (the "Negotiation Period"), negotiate the terms and conditions of a definitive agreement for the sale or license, as the case may be, to B&L of the Designated Patents, which agreement shall contain financial and other terms and conditions as mutually agreed between the parties. If (a) B&L fails to timely deliver an Election Notice to NEOMEDIX following the giving of a Negotiation Notice; or (b) B&L timely delivers

an Election Notice to NEOMEDIX but the parties fail, or are unable for any reason, to execute during the Negotiation Period a definitive agreement pertaining to the Designated Patents, B&L shall have no further rights pursuant to this Agreement with respect to the Designated Patents, and NEOMEDIX shall be entitled to sell or license the Designated Patents to any other person or entity.

2. **Exceptions to Right of First Negotiation.** Notwithstanding Section 1 above, B&L shall have no right of first negotiation, and NEOMEDIX need not send a Negotiation Notice to B&L, with respect to (a) the sale or license of any of the Patents by NEOMEDIX to any parent or subsidiary of NEOMEDIX; or (b) the sale of the Patents to any person or entity as part of the sale to that person or entity of all or substantially all of the assets of NEOMEDIX.

3. **Term.** The term of this Agreement will commence on the date of this Agreement and expire on the later of (i) the tenth anniversary of the date of this Agreement, or (ii) the expiration of all of the Patents.

4. **Miscellaneous.**

4.1 **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all other agreements or understandings, written or oral, between the parties with respect to the subject matter hereof, and cannot be amended, supplemented or changed, nor can any provision hereof be waived, except by a written instrument signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

4.2 **Assignment.** This Agreement, and the rights of B&L hereunder, may be assigned by B&L at any time in whole, but not in part, provided that written notice of such assignment, with the name and address of the assignee, are provided to NEOMEDIX, and NEOMEDIX shall be entitled to treat B&L as the sole party with rights hereunder unless and until such notice is received by NEOMEDIX.

4.3 **Section Headings.** The section headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

4.4 **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

4.5 **Severability.** If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

**4.6 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**4.7 Meaning of Certain Words.** The terms “includes” and “including” shall not be construed to imply any limitation. Unless otherwise stated, any reference contained in this Agreement to a Section refers to the provisions of this Agreement. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns or pronouns shall include the plural and vice versa.

**4.8 General Interpretation.** The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person.

**4.9 Notices** All notices, requests, demands, and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other party; or (b) three (3) business days after the same have been deposited in a United States post office with certified or registered mail return receipt requested postage prepaid and addressed to the parties as set forth below; or (c) the next business day after the same have been deposited with a national overnight delivery service reasonably approved by the parties (Federal Express and DHL WorldWide Express being deemed approved by the parties), postage prepaid, addressed to the parties as set forth below with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider.

To: Bausch & Lomb Incorporated

Bausch & Lomb Incorporated  
Law Department  
One Bausch & Lomb Place  
Rochester, New York 14604  
Attn: Gina Sickinger

To: NeoMedix Corporation

NeoMedix Corporation  
15042 Parkway Loop, Suite A  
Tustin, California 92780  
Attn: Soheila Mirhashemi



Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Section, and that any person to be given notice actually receives such notice. A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement Regarding Right of First Negotiation.

BAUSCH & LOMB  
INCORPORATED

NEOMEDIX CORPORATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Soheila Mirhashemi, President

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**  
Please see attached

**SCHEDULE 1.5**

**List of Patents**

**OPTEX CASES**

**CATARACT REMOVAL DEVICE (B&L DOCKET NO. P02727)**

Country: USA  
Priority Date: 17FE1999  
Application No.: 29/100749  
Filing Date: 17FE1999  
Patent No.: D434149  
Issue Date: 21NO2000  
Expiration: 21NO2014  
Agent: STOUT, UXA, BUYAN & MULLINS, LLP  
Agent Ref.: NEOME-010D

Country: AUSTRALIA  
Priority Date: 17FE1999  
Application No.: 2547/99  
Filing Date: 11AU1999  
Patent No.: 143145  
Issue Date: 26FE2001  
Expiration: 11AU2015  
Agent: DAVIES COLLISON CAVE  
Agent Ref.: 2204096/RSH

Country: BRAZIL  
Priority Date: 17FE1999  
Application No.: DI5901770-8  
Filing Date: 17AU1999  
Patent No.: DI5901770-8  
Issue Date: 29JE2000  
Expiration: 17AU2024  
Agent: DANNEMANN, SIEMSEN, BIGLER & IPANEM  
Agent Ref.: P-100245

Country: CANADA  
Priority Date: 17FE1999  
Application No.: 1999-2007  
Filing Date: 16AU1999  
Patent No.: 90114  
Issue Date: 11AU2000  
Expiration: 11AU2010  
Agent: GOWLING & HENDERSON  
Agent Ref.: 08-884330CA

Country: CHINA  
Priority Date: 17FE1999  
Application No.: 99312684.7  
Filing Date: 17AU1999  
Patent No.: 3163619D  
Issue Date: 11OC2000  
Expiration: 17AU2009  
Agent: CHINA PATENT AGENT (H.K.) LTD.  
Agent Ref.: CPID9990737

Country: FRANCE  
Priority Date: 17FE1999  
Application No.: 995131  
Filing Date: 17AU1999  
Patent No.:  
Issue Date:  
Expiration:  
Agent: CABINET BEAU DE LOMENIE  
Agent Ref.: 3j3119600001

Country: GREAT BRITAIN  
Priority Date: 17FE1999  
Application No.: 2085806  
Filing Date: 16AU1999  
Patent No.: 2085806  
Issue Date: 22DE1999  
Expiration: 16AU2024  
Agent: SOMMERVILLE & RUSHTON  
Agent Ref.: rac.DA 1294

Country: GERMANY  
Priority Date: 17FE1999  
Application No.: 49907735.0  
Filing Date: 17AU1999  
Patent No.: 49907735.0  
Issue Date: 10JA2000  
Expiration: 17AU2024  
Agent: HOFFMANN - EITLÉ  
Agent Ref.: 79205 a/aw

Country: INDIA  
Priority Date: 17FE1999  
Application No.: 180184  
Filing Date: 16AU1999  
Patent No.: 180184 (3329)  
Issue Date: 15FE2000  
Expiration: 17FE2014  
Agent: CHANDRAKANT M. JOSHI  
Agent Ref.: DGN/8816

Country: ITALY  
Priority Date: 17FE1999  
Application No.: TO99O000228  
Filing Date: 13AU1999  
Patent No.: 00075729  
Issue Date: 14MR2002  
Expiration: 13AU2024  
Agent: STUDIO TORTA S.R.L  
Agent Ref.: 4376-MO/99

Country: JAPAN  
Priority Date: 17AU1999  
Application No.: 11-22058  
Filing Date: 17AU1999  
Patent No.: 1087836  
Issue Date: 04AU2000  
Expiration: 04AU2015  
Agent: ONDA TECHNO INTL. PATENT ATTYS  
Agent Ref.: DF-522

Country: MEXICO  
Priority Date: 17FE1999  
Application No.: 990995  
Filing Date: 17AU1999  
Patent No.: ABANDONED  
Issue Date:  
Expiration:  
Agent: WERNER, JUK, BAUDELIO & CIA, S.C  
Agent Ref.: 8710

Country: SPAIN  
Priority Date: 17FE1999  
Application No.: 146.188  
Filing Date: 17AU1999  
Patent No.: 0146188  
Issue Date: 29JE2000  
Expiration: 29JE2020  
Agent: HERRERO & ASOCIADOS  
Agent Ref.: ARC/pl

**OPHTHALMIC LENS REMOVAL METHOD AND APPARATUS (B&L Docket No. P02823)**

Country: USA  
Priority Date: 30NO1992  
Application No.: 07/984229  
Filing Date: 30NO1992  
Patent No.: 5437678  
Issue Date: 01AU1995  
Expiration: 30NO2012  
Agent: STOUT, UXA, BUYAN & MULLINS, LLP  
Agent Ref.: NEOME001A

Country: AUSTRALIA  
Priority Date: 30NO1992  
Application No.: 59504/94  
Filing Date: 29NO1993  
Patent No.: 692142  
Issue Date: 17SE1998  
Expiration: 29NO2013  
Agent: DAVIES COLLISON CAVE  
Agent Ref.: 1743638/GCP

Country: BRAZIL  
Priority Date: 30NO1992  
Application No.: PI9307552-9  
Filing Date: 29NO1993  
Patent No.: 9307552  
Issue Date: 21AU2001  
Expiration: 29NO2013  
Agent: CLARKE MODET DO BRASIL LTDA  
Agent Ref.: 9307552-9

Country: CANADA  
Priority Date: 30NO1992  
Application No.: 2150239  
Filing Date: 29NO1993  
Patent No.: 2150239  
Issue Date: 09NO2004  
Expiration:  
Agent: GOWLING & HENDERSON  
Agent Ref.: 08-970025CA

Country: EUROPE  
Priority Date: 30NO1992  
Application No.: 94903346.8  
Filing Date: 29NO1993  
Patent No.: 0673233  
Issue Date: 22JA2003  
Expiration: 29NO2013  
Agent: ERIC POTTER CLARKSON  
Agent Ref.: BAUQ/P13981E

Country: FINLAND  
Priority Date: 30NO1992  
Application No.: 952621  
Filing Date: 29NO1993  
Patent No.: ABANDONED  
Issue Date:  
Expiration:  
Agent: LEITZINGER OY  
Agent Ref.: 04570FI MK

Country: FRANCE  
Priority Date: 30NO1992  
Application No.: 94903346.8  
Filing Date: 29NO1993  
Patent No.: 0673233  
Issue Date: 22JA2003  
Expiration: 29NO2013  
Agent: ERIC POTTER CLARKSON  
Agent Ref.: STOR/P13981E

Country: GREAT BRITAIN  
Priority Date: 30NO1992  
Application No.: 94903346.8  
Filing Date: 29NO1993  
Patent No.: 0673233  
Issue Date: 22JA2003  
Expiration: 29NO2013  
Agent: ERIC POTTER CLARKSON  
Agent Ref.: STOR/P13981E

Country: GERMANY  
Priority Date: 30NO1992  
Application No.: 94903346.8  
Filing Date: 29NO1993  
Patent No.: 69332657.3-08  
Issue Date: 22JA2003  
Expiration: 29NO2013  
Agent: ERIC POTTER CLARKSON  
Agent Ref.: BAUQ/P13981E

Country: ITALY  
Priority Date: 30NO1992  
Application No.: 94903346.8  
Filing Date: 29NO1993  
Patent No.: 0673233  
Issue Date: 22JA2003  
Expiration: 29NO2013  
Agent: ERIC POTTER CLARKSON  
Agent Ref.: STOR/P13981E

Country: JAPAN  
Priority Date: 30NO1992  
Application No.: 6-513445  
Filing Date: 29NO1993  
Patent No.: ABANDONED  
Issue Date:  
Expiration:  
Agent: ONDA TECHNO INTL. PATENT ATTYS  
Agent Ref.: PF-990

Country: SOUTH KOREA  
Priority Date: 30NO1992  
Application No.: 1995-702176  
Filing Date: 29NO1993  
Patent No.: 336215  
Issue Date: 29AP2002  
Expiration: 29NO2013  
Agent: NAM & NAM  
Agent Ref.: PC3063/MI

Country: NEW ZEALAND  
Priority Date: 30NO1992  
Application No.: 279161  
Filing Date: 29NO1993  
Patent No.: 279161  
Issue Date: 14SE1998  
Expiration: 29NO2013  
Agent: JAMES & WELLS  
Agent Ref.: 11206/3 LW

Country: NORWAY  
Priority Date: 30NO1992  
Application No.: 19952113  
Filing Date: 29NO1993  
Patent No.: 306443 - ABANDONED  
Issue Date: 08NO1999  
Expiration: 29NO2013  
Agent: BRYNS PATENTKONTOR A/S  
Agent Ref.: C75026



Country: SPAIN  
Priority Date: 30NO1992  
Application No.: 94903346.8  
Filing Date: 29NO1993  
Patent No.: 0673233  
Issue Date: 22JA2003  
Expiration: 29NO2013  
Agent: ERIC POTTER CLARKSON  
Agent Ref.: STOR/P13981E

Country: SWITZERLAND  
Priority Date: 30NO1992  
Application No.: 94903346.8  
Filing Date: 29NO1993  
Patent No.: 0673233  
Issue Date: 22JA2003  
Expiration: 29NO2013  
Agent: ERIC POTTER CLARKSON  
Agent Ref.: STOR/P13981E

**OPHTHALMIC LENS REMOVAL METHOD AND APPARATUS (B&L Docket No. P02823-C1)  
FIRST CONTINUATION**

Country: USA - CONTINUATION  
Priority Date: 30NO1992  
Application No.: 421421  
Filing Date: 11AP1995  
Patent No.: 5690641  
Issue Date: 25NO1997  
Expiration: 25NO2014  
Agent:  
Agent ref.:

Country: AUSTRALIA - CONTINUATION  
Priority Date: 30NO1992  
Application No.: 58758/96  
Filing Date: 24MY1996  
Patent No.: 738088  
Issue Date: 20DE2001  
Expiration: 24MY2016  
Agent: SPRUSON & FERGUSON  
Agent Ref.: 444498

Country: BRAZIL  
Priority Date: 30NO1992  
Application No.: PI9612633-7  
Filing Date: 24MY1996  
Patent No.: PI9612633-7  
Issue Date: 08JE2004  
Expiration: 24MY2016  
Agent: MOMSEN, LEONARDOS & CIA  
Agent Ref.: 63123

Country: CANADA  
Priority Date: 30NO1992  
Application No.: 2255902  
Filing Date: 24MY1996  
Patent No.:  
Issue Date:  
Expiration:  
Agent: GOWLING LaFLEUR HENDERSON  
Agent Ref.: 08881749CA

Country: CHINA  
Priority Date: 30NO1992  
Application No.: 96180395.9  
Filing Date: 24MY1996  
Patent No.:  
Issue Date:  
Expiration:  
Agent: CHINA PATENT AGENT (H.K.) LTD.  
Agent Ref.: CPME9841848P

Country: CZECH REPUBLIC  
Priority Date: 30NO1992  
Application No.: PV-3731-98  
Filing Date: 24MY1996  
Patent No.: ABANDONED  
Issue Date:  
Expiration:  
Agent: INTERNATIONAL PATENT AGENCY  
Agent Ref.: NEOME001BCZ

Country: EUROPE  
Priority Date: 30NO1992  
Application No.: 96920470.0  
Filing Date: 24MY1996  
Patent No.:  
Issue Date:  
Expiration:  
Agent: SOMMERVILLE & RUSHTON  
Agent Ref.: IHC.PA3235

Country: ISRAEL  
Priority Date: 30NO1992  
Application No.: 127165  
Filing Date: 20NO1998  
Patent No.: ABANDONED  
Issue Date:  
Expiration:  
Agent: SELIGSOHN & GABRIELI  
Agent Ref.: 1126/98

Country: JAPAN  
Priority Date: 30NO1992  
Application No.: 9-542264  
Filing Date: 24MY1996  
Patent No.:  
Issue Date:  
Expiration:  
Agent: ONDA TECHNO INTL. PATENT ATTYS  
Agent Ref.: PF-1739

Country: SOUTH KOREA  
Priority Date: 30NO1992  
Application No.: 10-1998-709491  
Filing Date: 24MY1996  
Patent No.: ABANDONED  
Issue Date:  
Expiration:  
Agent: KIM & CHANG  
Agent Ref.: PM-984954

Country: MACEDONIA  
Priority Date: 30NO1992  
Application No.: P-118/98  
Filing Date: 24MY1996  
Patent No.: ABANDONED  
Issue Date:  
Expiration:  
Agent: INTERNATIONAL PATENT AGENCY  
Agent Ref.: NEOME001BMN1

Country: MEXICO  
Priority Date: 30NO1992  
Application No.: 1998/009657  
Filing Date: 24MY1996  
Patent No.:  
Issue Date:  
Expiration:  
Agent: WERNER, JUK, BAUDELIO & CIA, S.C  
Agent Ref.: 8582

Country: NEW ZEALAND  
Priority Date: 30NO1992  
Application No.: 333350  
Filing Date: 24MY1996  
Patent No.: 333350  
Issue Date: 11JA2001  
Expiration: 24MY2016  
Agent:  
Agent Ref.:

Country: NORWAY  
Priority Date: 30NO1992  
Application No.: 19985448  
Filing Date: 24MY1996  
Patent No.: ABANDONED  
Issue Date:  
Expiration:  
Agent: INTERNATIONAL PATENT AGENCY  
Agent Ref.: NEOME001BNO1

Country: RUSSIAN FEDERATION  
Priority Date: 30NO1992  
Application No.: 98123103  
Filing Date: 24MY1996  
Patent No.: ABANDONED  
Issue Date:  
Expiration:  
Agent:  
Agent Ref.:

Country: SLOVENIA  
Priority Date: 30NO1992  
Application No.: P-9620140  
Filing Date: 24MY1996  
Patent No.: 9620140 ABANDONED  
Issue Date: 01JL1999  
Expiration: 24MY2016  
Agent: INTERNATIONAL PATENT AGENCY  
Agent Ref.: NEOME001BSL

Country: UKRAINE  
Priority Date: 30NO1992  
Application No.: 98116162  
Filing Date: 24MY1996  
Patent No.: ABANDONED  
Issue Date:  
Expiration:  
Agent: INTERNATIONAL PATENT AGENCY  
Agent Ref.: NEOME001BUK

**OPHTHALMIC LENS REMOVAL METHOD AND APPARATUS (B&L Docket No. P02823-C2)  
SECOND CONTINUATION**

Country: USA  
Priority Date: 30NO1992  
Application No.: 09/568492  
Filing Date: 09MY2000  
Patent No.: ABANDONED  
Issue Date:  
Expiration:  
Agent: STOUT, UXA, BUYAN & MULLINS, LLP  
Agent Ref.: NEOME001BG2C

**OPHTHALMIC LENS REMOVAL METHOD AND APPARATUS (B&L Docket No. P02823-C3)  
THIRD CONTINUATION**

Country: USA  
Priority Date: 30NO1992  
Application No.: 08/943568  
Filing Date: 03OC1997  
Patent No.: ABANDONED  
Issue Date:  
Expiration:  
Agent: STOUT, UXA, BUYAN & MULLINS, LLP  
Agent Ref.: NEOME001BC

**OPHTHALMIC LENS REMOVAL METHOD AND APPARATUS (B&L Docket No. P02823-D1)  
FIRST DIVISIONAL**

Country: USA  
Priority Date: 30NO1992  
Application No.: 08/658846  
Filing Date: 31MY1996  
Patent No.: 5871492  
Issue Date: 16FE1999  
Expiration: 30NO2012  
Agent: STOUT, UXA, BUYAN & MULLINS, LLP  
Agent Ref.: NEOME001BG

Country: AUSTRALIA  
Priority Date: 30NO1992  
Application No.: 91402/01  
Filing Date: 16NO2001  
Patent No.: ABANDONED  
Issue Date:  
Expiration:  
Agent: SPRUSON & FERGUSON  
Agent Ref.: 444498D1

**OPHTHALMIC LENS REMOVAL METHOD AND APPARATUS (B&L Docket No. P02823-D2)  
SECOND DIVISIONAL**

Country: USA  
Priority Date: 30NO1992  
Application No.: 09/248421  
Filing Date: 11FE1999  
Patent No.: 6117149  
Issue Date: 12SE2000  
Expiration: 30NO2012  
Agent: STOUT, UXA, BUYAN & MULLINS, LLP  
Agent Ref.: NEOME001BG2

**DEVICES AND METHODS USEABLE FOR FORMING SMALL OPENINGS IN THE LENS  
CAPSULES OF MAMMALIAN EYES (B&L Docket No. P02922)**

Country: USA  
Priority Date: 07NO1996  
Application No.: 08/744404  
Filing Date: 07NO1996  
Patent No.: 5957921  
Issue Date: 28SE1999  
Expiration: 07NO2016  
Agent: DAVIES COLLISON CAVE  
Agent Ref.: 2067807

Country: AUSTRALIA  
Priority Date: 07NO1996  
Application No.: 51787/98  
Filing Date: 05NO1997  
Patent No.: 736683  
Issue Date: 15NO2001  
Expiration: 05NO2017  
Agent: DAVIES COLLISON CAVE  
Agent Ref.: 2067807

Country: BRAZIL  
Priority Date: 07NO1996  
Application No.: PI9707460-8  
Filing Date: 05NO1997  
Patent No.: PI9707460-8  
Issue Date: 22JL2003  
Expiration: 05NO2017  
Agent: DANNEMANN, SIEMSEN, BIGLER & IPANEM  
Agent Ref.: P094036

Country: CANADA  
Priority Date: 07NO1996  
Application No.: 2242328  
Filing Date: 05NO1997  
Patent No.:  
Issue Date:  
Expiration:  
Agent: GOWLING & HENDERSON  
Agent Ref.: 08880231CA



Country: CHINA  
Priority Date: 07NO1996  
Application No.: 97192575.5  
Filing Date: 05NO1997  
Patent No.: ZL97192575.5  
Issue Date: 21AP2004  
Expiration: 05NO2017  
Agent: CHEUNG, TONG & ROSA  
Agent Ref.: R980409(4)

Country: CZECH REPUBLIC  
Priority Date: 07NO1996  
Application No.: PV-2110-98  
Filing Date: 05NO1997  
Patent No.: ABANDONED  
Issue Date:  
Expiration:  
Agent: INTERNATIONAL PATENT AGENCY  
Agent Ref.: NEOME007CZ-1

Country: EUROPE  
Priority Date: 07NO1996  
Application No.: 97946661.2  
Filing Date: 05NO1997  
Patent No.:  
Issue Date:  
Expiration:  
Agent: SOMMERVILLE & RUSHTON  
Agent Ref.: PA3169PCT/EP

Country: ISRAEL  
Priority Date: 07NO1996  
Application No.: 125156  
Filing Date: 05NO1997  
Patent No.: 125156  
Issue Date: 31AU2003  
Expiration: 05NO2017  
Agent: WOLFF, BREGMAN AND GOLLER  
Agent Ref.: 125,156

Country: JAPAN  
Priority Date: 07NO1996  
Application No.: 10-521882  
Filing Date: 05NO1997  
Patent No.:  
Issue Date:  
Expiration:  
Agent: ONDA TECHNO INTL. PATENT ATTYS  
Agent Ref.: PF-1604

Country: SOUTH KOREA  
Priority Date: 07NO1996  
Application No.: 1998-705181  
Filing Date: 05NO1997  
Patent No.:  
Issue Date:  
Expiration:  
Agent: NAM & NAM  
Agent Ref.: PC-6857/JM

Country: MALAYSIA  
Priority Date: 07NO1996  
Application No.: PI9803039  
Filing Date: 05NO1997  
Patent No.: ABANDONED  
Issue Date:  
Expiration:  
Agent: INTERNATIONAL PATENT AGENCY  
Agent Ref.: NEOME007MA-1

Country: MEXICO  
Priority Date: 07NO1996  
Application No.: 985437  
Filing Date: 05NO1997  
Patent No.: 213700  
Issue Date: 11AP2003  
Expiration: 05NO2017  
Agent: UHTHOFF, GOMEZ VEGA & UHTHOFF  
Agent Ref.: JUO/hra

Country: NEW ZEALAND  
Priority Date: 07NO1996  
Application No.: 330943  
Filing Date: 05NO1997  
Patent No.: ABANDONED  
Issue Date:  
Expiration:  
Agent: JAMES & WELLS  
Agent Ref.: 14787/3 LC

Country: NORWAY  
Priority Date: 07NO1996  
Application No.: 19983078  
Filing Date: 05NO1997  
Patent No.:  
Issue Date:  
Expiration:  
Agent: BRYNS PATENTKONTOR A/S  
Agent Ref.: 93978

Country: RUSSIAN FEDERATION  
Priority Date: 07NO1996  
Application No.: 98114825  
Filing Date: 05NO1997  
Patent No.:  
Issue Date:  
Expiration:  
Agent: INTERNATIONAL PATENT AGENCY  
Agent Ref.: NEOME007RU-1

Country: UKRAINE  
Priority Date: 07NO1996  
Application No.: 98073608  
Filing Date: 05NO1997  
Patent No.: ABANDONED  
Issue Date:  
Expiration:  
Agent: INTERNATIONAL PATENT AGENCY  
Agent Ref.: NEOME007UK-1

Country: YUGOSLAVIA  
Priority Date: 07NO1996  
Application No.: P-284/98  
Filing Date: 05NO1997  
Patent No.: ABANDONED  
Issue Date:  
Expiration:  
Agent: INTERNATIONAL PATENT AGENCY  
Agent Ref.: NEOME007YU-1

**DEVICES AND METHODS USEABLE FOR FORMING SMALL OPENINGS IN THE LENS  
CAPSULES OF MAMMALIAN EYES (B&L Docket No. P02922-C1)**

**FIRST CONTINUATION**

Country: USA  
Priority Date: 07NO1996  
Application No.: 09/652973  
Filing Date: 31AU2000  
Patent No.: ABANDONED  
Issue Date:  
Expiration:  
Agent: STOUT, UXA, BUYAN & MULLINS, LLP  
Agent Ref.: NEOME-007GC

**DEVICES AND METHODS USEABLE FOR FORMING SMALL OPENINGS IN THE LENS  
CAPSULES OF MAMMALIAN EYES (B&L Docket No. P02922-D1)**

**FIRST DIVISIONAL**

Country: USA  
Priority Date: 07NO1996  
Application No.: 09/350829  
Filing Date: 09JL1999  
Patent No.: 6142996  
Issue Date: 07NO2000  
Expiration: 07NO2016  
Agent: STOUT, UXA, BUYAN & MULLINS, LLP  
Agent Ref.: NEOME-007G

**METHOD, APPARATUS AND SYSTEM FOR REMOVAL OF LENSES FROM MAMMALIAN  
EYES**

**(B&L Docket No. P02923)**

Country: USA  
Priority Date: 17FE1999  
Application No.: 09/505098  
Filing Date: 16FE2000  
Patent No.: 6506176  
Issue Date: 14JA2003  
Expiration: 16FE2020  
Agent: STOUT, UXA, BUYAN & MULLINS, LLP  
Agent Ref.: NEOME-009A

Country: AUSTRALIA  
Priority Date: 17FE1999  
Application No.: 29984/00  
Filing Date: 16FE2000  
Patent No.: ABANDONED  
Issue Date:  
Expiration:  
Agent: SPRUSON & FERGUSON  
Agent Ref.: 565996

Country: AUSTRALIA - DIVISIONAL  
Priority Date: 17FE1999  
Application No.: 2004202819  
Filing Date: 24JE2004  
Patent No.:  
Issue Date:  
Expiration:  
Agent: SPRUSON & FERGUSON  
Agent Ref.: 565996D1

Country: BRAZIL  
Priority Date: 17FE1999  
Application No.: PI0017385-1  
Filing Date: 16FE2000  
Patent No.:  
Issue Date:  
Expiration:  
Agent: UNGRIA INTERNATIONAL INC.  
Agent Ref.: 301387

Country: CANADA  
Priority Date: 17FE1999  
Application No.: 2371812  
Filing Date: 16FE2000  
Patent No.:  
Issue Date:  
Expiration:  
Agent: OSLER, HOSKIN AND HARCOURT  
Agent Ref.: 14950

Country: CHINA  
Priority Date: 17FE1999  
Application No.: 00806357.5  
Filing Date: 16FE2000  
Patent No.:  
Issue Date:  
Expiration:  
Agent: EAST WEST INTELLECTUAL PROPERTY  
Agent Ref.: EW-P1662

Country: EUROPE  
Priority Date: 17FE1999  
Application No.: 00908685.1  
Filing Date: 16FE2000  
Patent No.:  
Issue Date:  
Expiration:  
Agent: LLOYD WISE  
Agent Ref.: PB-45454

Country: ISRAEL  
Priority Date: 17FE1999  
Application No.: 144865  
Filing Date: 16FE2000  
Patent No.:  
Issue Date:  
Expiration:  
Agent: S. HOROWITZ & CO  
Agent Ref.: PAT/5198

Country: JAPAN  
Priority Date: 17FE1999  
Application No.: 2000-599315  
Filing Date: 16FE2000  
Patent No.:  
Issue Date:  
Expiration:  
Agent: SHUSAKU YAMAMOTO  
Agent Ref.: F1-1854I72

Country: SOUTH KOREA  
Priority Date: 17FE1999  
Application No.: 10-2001-7010453  
Filing Date: 16FE2000  
Patent No.:  
Issue Date:  
Expiration:  
Agent: KIM & CHANG  
Agent Ref.: PM-014344

Country: MEXICO  
Priority Date: 17FE1999  
Application No.: 2001-008282  
Filing Date: 16FE2000  
Patent No.:  
Issue Date:  
Expiration:  
Agent: UNGRIA INTERNATIONAL INC  
Agent Ref.: 301388

**OPTEX CASES**

**P02727      “A Cataract Removal Device” (Design)**

<u>Country</u>	<u>Status</u>	<u>Next Annuity Due</u>	<u>Other Expenses</u>
Australia	Granted	11AU2005	
Brazil	Granted	17AU2009	
Canada	Granted	11AU2005	
China	Granted	17AU2005	
France	Pending	17AU2024	
Great Britain	Granted	16AU2009	
Germany	Granted	31AU2009	
India	Granted	17FE2009	
Italy	Granted	13AU2009	
Japan	Granted	04AU2005	
Spain	Granted	29JE2005	
US	Granted	No further fees due	

**OPTEX CASES**

**P02823      “Rotary Device for Removing Ophthalmic Lens”**

<u>Country</u>	<u>Status</u>	<u>Next Annuity Due</u>	<u>Other Expenses</u>
Australia	Granted	29NO2004	
Australia-C1	Granted	24MY2005	
Brazil	Granted	29NO2004	
Brazil-C1	Granted	24MY2005	
Canada	Granted	29NO2004	
Canada-C1	Pending/ Allowed	24MY2005	
China-C1	Pending/ Allowed	24MY2005	Grant Fees due 06JL2004 (B&L did not instruct Agent to pay)
Europe-C1	Pending	31MY2005	Response to Office Action due 05OC2004
France	Granted	30NO2004	
Great Britain	Granted	30NO2004	
Germany	Granted	30NO2004	
Italy	Granted	30NO2004	
Japan-C1	Pending	Not due until grant	
S.Korea	Granted	29AP2005	
Mexico-C1	Pending	Not due until grant	
New Zealand	Granted	29NO2006	
New Zealand-C1	Granted	24MY2006	
Spain	Granted	30NO2004	



Switzerland	Granted	30NO2004
US	Granted	01FE2007
US-D1	Granted	16AU2006
US-D2	Granted	12MR2008
US-C1	Granted	25MY2005

**OPTEX CASES**

**P02922      “Devices and Methods Useable for Forming Small Openings in the  
Lens Capsules of Mammalian Eyes”**

<u>Country</u>	<u>Status</u>	<u>Next Annuity Due</u>	<u>Other Expenses</u>
Australia	Granted	05NO2004	
Brazil	Granted	05NO2004	
Canada	Pending	05NO2004	
China	Granted	05NO2004	
Europe	Pending	30NO2004	
Israel	Granted	04NO2007	
Japan	Pending	Not due until grant	Petition for Examination due 05NO2004
S.Korea	Pending	Not due until grant	
Mexico	Granted	05NO2008	
Norway	Pending	30NO2004	
Russia	Pending	Not due until grant	
US	Granted	28MR2007	
US-D1	Granted	07MY2008	

**OPTEX CASES**

**P02923      “Methods, Apparatus and System for Removal of Lenses From Mammalian Eyes”**

<u>Country</u>	<u>Status</u>	<u>Next Annuity Due</u>	<u>Other Expenses</u>
Australia-D1	Pending	17FE2005	Request for Examination due 08JA2005
Brazil	Pending	17FE2005	
Canada	Pending	17FE2005	Office Action response due 02MR2005
China	Pending	16FE2005	
Europe	Pending	28FE2005	
Israel	Pending	Not due until grant	
Japan	Pending	Not due until grant	Petition for Examination due 16FE2007
S.Korea	Pending	Not due until grant	Petition for Examination due 16FE2005
Mexico	Pending	Not due until grant	
US	Granted	14JL2006	