### 502309013 04/12/2013

# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT |  |
|-----------------------|----------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |  |

#### **CONVEYING PARTY DATA**

| Name                   | Execution Date |
|------------------------|----------------|
| Tilman SCHMOLL         | 03/21/2013     |
| Matthew J. EVERETT     | 03/21/2013     |
| Utkarsh SHARMA         | 03/22/2013     |
| Alexandre R. TUMLINSON | 03/25/2013     |
| Michael KEMPE          | 04/05/2013     |

#### **RECEIVING PARTY DATA**

| Name:           | Carl Zeiss Meditec, Inc. |
|-----------------|--------------------------|
| Street Address: | 5160 Hacienda Drive      |
| City:           | Dublin                   |
| State/Country:  | CALIFORNIA               |
| Postal Code:    | 94568-7562               |

## PROPERTY NUMBERS Total: 1

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 13782311 |

## **CORRESPONDENCE DATA**

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502309013

**Fax Number**: 4152687522

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

425 Market Street

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Correspondent Name: Michael A. Stallman

Address Line 1: Morrison & Foerster LLP

Address Line 4: San Francisco, CALIFORNIA 94105

| ATTORNEY DOCKET NUMBER: | 658292008400        |
|-------------------------|---------------------|
| NAME OF SUBMITTER:      | Michael A. Stallman |
|                         | PATENT              |

REEL: 030205 FRAME: 0245

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| Signature:   | /Michael Stallman/ |
|--|--------------------|
| Date:  | 04/12/2013         |
| Total Attachments: 3 source=658292008400EXECASMT#page1.tif source=658292008400EXECASMT#page2.tif source=658292008400EXECASMT#page3.tif |                    |

PATENT REEL: 030205 FRAME: 0246

Attorney Docket No.: 658292008400 Client Reference No.: ZEIS-8110

#### ASSIGNMENT

This assignment is by:

- Tilman SCHMOLL 6530 Cottonwood Circle, Apt. E Dublin, California 94568
- Matthew J. EVERETT
   2566 Regent Road
   Livermore, California 94550
- Utkarsh SHARMA
   400 Davis Street
   Apt#305
   San Leandro, California 94577
- Alexandre R. TUMLINSON 16469 Severn Rd. San Leandro, California 94578
- Michael KEMPE
   5160 Hacienda Drive
   Dublin, California 94568-7562

(referred to in this Assignment as "Assignors"), who reside at or have a mailing address as listed above.

This Assignment is to:

Assignee: Carl Zeiss Meditec, Inc.

Address: 5160 Hacienda Drive, Dublin, California 94568-7562

A corporation duly organized under and pursuant to the laws of: New York

(referred to in this Assignment as "Assignee"), who desire to acquire the entire right, title and interest in said inventions and said application for letters patent of the United States, and in any United States or foreign, letters patent or patents, to be obtained therefor and thereon.

Assignors have invented certain new and useful inventions in:

SYSTEMS AND METHODS FOR ARTIFACT SUPPRESSION BY FREQUENCY SHIFTING OR CAVITY LENGTH ADJUSTMENT

for which the following application has been filed in the United States of America.

Serial No.: 13/782,311

Filing Date: March 1, 2013

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Assignors hereby sell, assign, transfer and set over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for letters patent, and any and all letters patent or patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all provisionals, divisions, continuations, continuations-in-part and substitutions of said application, or reissues, re-examinations or extensions of said letters patent or patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee

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Attorney Docket No.: 658292008400 Client Reference No.: ZEIS-8110

(including any right to institute actions and to recover for past, present and future infringement), for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

- 2. Assignors represent, warrant and covenant that, at the time of execution and delivery of this agreement, Assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and said application for letters patent, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner set forth in this agreement.
- 3. Assignors shall promptly sign and execute all papers and documents, take all lawful oaths, and do all acts necessary, required or useful for the procurement, maintenance, enforcement, defense or otherwise to secure title thereto to the Assignee, at the sole cost and expense of Assignee, its successors, legal representatives and assigns, in each case including, without limitation, arising from or relating to (a) said inventions, or said application for letters patent; (b) letters patent for said inventions in any country, including any reissue, re-examination or extension of or interference proceedings; or (c) any provisional, division, continuation, continuation-in-part, or substitutions of any application for letters patent or any reissues, re-examinations, extensions or interference proceedings involving any letters patent, to be obtained thereon. To be clear, for purposes of this paragraph, "desirable" shall include, without limitation, any act necessary or useful in connection with United States laws and/or international conventions.
- 4. Assignors hereby authorize and request the Commissioner of Patents in the United States to issue the above mentioned letters patents of the United States to Assignee as the assignee of said inventions and the letters patent to be issued thereon for the sole use of Assignee, its successors, legal representatives and assigns.
- 5. "I hereby grant Assignee's attorneys, all of Morrison & Foerster LLP, the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark office for recordation of this document, including the power to insert on this assignment the application number and filing date of said application when known."

In witness whereby, executed by the undersigned on the date(s) opposite the undersigned name(s).

| Date: <u>03/21</u>   | <u> 12013</u> si | gnature:  | SCILA                                       |
|----------------------|------------------|-----------|---|
| ÷                    |                  |           | Tilman SCHMOLL                              |
| Date: $\frac{3/2}{}$ | (2013 Si         | ignature: | Marding & Rower                             |
|                      |                  |           | a arriver of the sense property arriverses. |
| Date: 3/22/          | 2013 Si          | ignature: | An chill                                    |
|                      |                  |           | - Utkarsh SHARMA                            |
| Date: 3/25           | /2013 si         | ignature: | MoTunko                                     |
| 7                    |                  |           | Alexandre R. TUMLINSON                      |
| Date:                | S                | ignature: | <u> </u>                                    |
|                      |                  | -         | Michael KEMPE                               |

Attorney Docket No.: 658292008400 Client Reference No.: ZEIS-8110

(including any right to institute actions and to recover for past, present and future infringement), for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

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In witness whereby, executed by the undersigned on the date(s) opposite the undersigned name(s).

| Date:           | Signature:                        |
|-----------------|-----------------------------------|
|                 | Tilman SCHMOLL                    |
| Date:           | Signature:                        |
|                 | Matthew J. EVERETT                |
| Date:           | Signature:                        |
|                 | Utkarsh SHARMA                    |
| Date:           | Signature:                        |
|                 | Algxandre R. TUMLINSON            |
| Date: 4/57/2013 | Alexandre R. TUMLINSON Signature: |
| ,               | Michael KEMPE                     |

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