

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2585049

|                                                                                        |                                          |
|----------------------------------------------------------------------------------------|------------------------------------------|
| SUBMISSION TYPE:                                                                       | NEW ASSIGNMENT                           |
| NATURE OF CONVEYANCE:                                                                  | ASSIGNMENT                               |
| CONVEYING PARTY DATA                                                                   |                                          |
| Name                                                                                   | Execution Date                           |
| XYGENT VISION CARE INSIGHT                                                             | 07/19/2012                               |
| RECEIVING PARTY DATA                                                                   |                                          |
| Name:                                                                                  | THOMAS EAKINS                            |
| Street Address:                                                                        | 4100 SHORELINE DRIVE                     |
| Internal Address:                                                                      | #302                                     |
| City:                                                                                  | SPRING PARK                              |
| State/Country:                                                                         | MINNESOTA                                |
| Postal Code:                                                                           | 55384                                    |
| PROPERTY NUMBERS Total: 1                                                              |                                          |
| Property Type                                                                          | Number                                   |
| Application Number:                                                                    | 13099690                                 |
| CORRESPONDENCE DATA                                                                    |                                          |
| Fax Number:                                                                            |                                          |
| Phone:                                                                                 | 612-321-2817                             |
| Email:                                                                                 | jeremy.goldman@nortonrosefulbright.com   |
| <i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i> |                                          |
| Correspondent Name:                                                                    | JEREMY S. GOLDMAN                        |
| Address Line 1:                                                                        | 80 S. 8TH ST.                            |
| Address Line 2:                                                                        | FULBRIGHT & JAWORSKI, L.L.P., SUITE 2100 |
| Address Line 4:                                                                        | MINNEAPOLIS, MINNESOTA 55402             |
| ATTORNEY DOCKET NUMBER:                                                                | MEAK.P0020US                             |
| NAME OF SUBMITTER:                                                                     | SCOTT D. ROTHENBERGER                    |
| Signature:                                                                             | /Scott D. Rothenberger/                  |
| Date:                                                                                  | 10/21/2013                               |

OP \$40.00 13099690

**Total Attachments: 6**

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## **INTELLECTUAL PROPERTY ASSIGNMENT**

**THIS ASSIGNMENT**, made by XYGENT VISION CARE INSIGHT, a organized under and pursuant to the laws of Minnesota having its principal place of business at 9961 Valley View Road, Eden Prairie, MN 55344, (hereinafter referred to as Assignor);

**WHEREAS**, Assignor is the owner of all right, title and interest in and to the Patents and Patent Applications, and all inventions included therein, identified in Exhibit A attached hereto (collectively, the "Patents"), which contains 1 page ; and

**WHEREAS**, Thomas Eakins residing at 4100 Shoreline Drive, #302; Spring Park, MN 55384, UNITED STATES OF AMERICA (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in the Intellectual Property filed in jurisdiction(s) listed on the attached EXHIBIT A; and,

**THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and

application for Letters Patent above-mentioned, 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 herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals 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:

FULBRIGHT & JAWORSKI L.L.P.

All practitioners at Customer Number 000029053

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: July 19th, 2012

XYGENT VISION CARE INSIGHT  
Paul W Schmidt  
(Signature)

PAUL SCHMIDT  
(Printed Name)

COO  
(Title)

United States of America )  
State of Minnesota ) ss.:  
County of Hennepin )

On this 19th day of July, 2012, before me personally came Paul W Schmidt, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Cherri Anderson  
Notary Public



AND Assignors hereby grant the following individuals 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:

FULBRIGHT & JAWORSKI L.L.P.

All practitioners at Customer Number 000029053

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

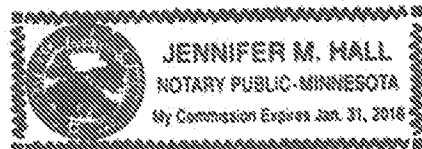
Date: July 27, 2012

Thomas Eakins  
Thomas Eakins

United States of America )  
State of Minnesota ) ss.:  
County of Hennepin )

On this 27<sup>th</sup> day of July, 2012, before me personally came Thomas Eakins, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Jennifer M. Hall  
Notary Public



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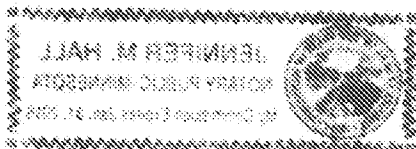


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**EXHIBIT A**

| <b>Country</b> | <b>Application No.:</b> | <b>Title</b>                                    | <b>Filing Date</b> |
|----------------|-------------------------|-------------------------------------------------|--------------------|
| US             | 61/334,274              | IRIS RETRACTION BALLOON FOR PHACOEMULSIFICATION | May 13, 2010       |
| US             | 13/099,690              | IRIS RETRACTION BALLOON FOR PHACOEMULSIFICATION | May 3, 2011        |
| WIPO           | PCT/US2011/035100       | IRIS RETRACTION BALLOON FOR PHACOEMULSIFICATION | May 4, 2011        |