#### 502692717 02/24/2014

# PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2739323

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	

Name	Execution Date
DAVID ROCKY LALUSH	01/30/2014
ERIC VINCENT RHEA	01/30/2014

# RECEIVING PARTY DATA

Name:	DIOPTICS MEDICAL PRODUCTS, INC.
Street Address:	500 GEORGE WASHINGTON HIGHWAY
City:	SMITHFIELD
State/Country:	RHODE ISLAND
Postal Code:	02917

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29481644

# CORRESPONDENCE DATA

Fax Number: (650)968-4383 Phone: 6509680410

Email: derek@westberglaw.com

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

Correspondent Name: DEREK J. WESTBERG 569 CLYDE AVE STE 530 Address Line 1:

Address Line 4: MOUNTAIN VIEW, CALIFORNIA 94043

ATTORNEY DOCKET NUMBER:	DIOP-21100
NAME OF SUBMITTER:	DEREK J. WESTBERG
Signature:	/Derek J. Westberg/ Reg. No. 40,872
Date:	02/24/2014

# Total Attachments: 3

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> **PATENT REEL: 032282 FRAME: 0276**

## ASSIGNMENT

WHEREAS, we, David Rocky Lalush and Eric Vincent Rhea, (Assignors) made certain inventions or discoveries (or both) set forth in an application for letters patent of the United States of America entitled EYEWEAR HINGE ASSEMBLY, the specification of which is filed herewith or if filed at a later date, we hereby authorize and request Derek J. Westberg (Reg. No. 40,872), to insert here in parentheses

the filing date and application number of said Application when known.

WHEREAS, Dioptics Medical Products, Inc., a corporation of the State of California, and whose address is 500 George Washington Highway, Smithfield, RI 02917, and who, together with its successors and assigns is hereinafter called "Assignee," is to acquire the entire right, title and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to each of us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation;

- 1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said application for letters patent or similar forms of protection of the United States of America, and all other applications for letters patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all letters patent, reissues, re-examinations and extensions of letters patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said letters patent;
- 2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable;
- 3. Authorize and request the officials of the United States Patent and Trademark Office and the empowered officials of all other governments to issue or transfer all said letters patent to Assignce, as assignce of the entire right, title and interest therein, or otherwise as Assignce may direct:
- 4. Warrant that we have not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
- 5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said letters patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if

this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing any facts of our conceptions, disclosures, and reduction to practice of said inventions or discoveries.

6. Acknowledge and agree that Assignee shall not owe me or any of my heirs, legal representatives, or assigns any royalties or other monetary obligations with respect to any of the inventions and discoveries, or any proprietary rights thereto.

IN TESTIMONY WHEREOF, Assignor has hereunto signed her name to this assignment on the date indicated below:

The state of the s	1/30/14
David Rocky Lalush	date
State of California	
County of <u>San Lis Obiso</u>	

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)	Signature	

IN TESTIMONY WHEREOF, Assignor has date indicated below:	hereunto signed	his name to this	assignment on the
Eric Vincent Rhea		date !	30/14
State of California County of			
Subscribed and sworn to (or affirmed) before by			
WITNESS my hand and official scal.			
(Seal)	Signature		

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