

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2939466

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARK HUMAYUN	07/12/2008
CHARLES DEBOER	07/16/2008
RALPH KERNS	07/02/2008
MATTHEW MCCORMICK	07/15/2008
PRASHANT BHADRI	07/02/2008
LAWRENCE CHONG	07/12/2008
RECEIVING PARTY DATA	
Name:	DOHENY EYE INSTITUTE
Street Address:	1450 SAN PABLO STREET #3000
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90033
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14092159
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	9497600404
Email:	EFILING@KNOBBE.COM
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	FOURTEENTH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	DOHENY2.009C2
NAME OF SUBMITTER:	THOMAS Y. YEE
SIGNATURE:	/THOMAS Y. YEE/
DATE SIGNED:	07/15/2014
Total Attachments: 5	

PATENT

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 21st day of April, 2008 and is by Mark Humayun, a U.S. citizen residing at 2757 Sleepy Hollow Place, Glendale, California 91205; Charles DeBoer, a U.S. citizen residing at 65A South El Nido Avenue, Pasadena, California 91107; Ralph Kerns, a U.S. citizen residing at 29662 Teracuga, Laguna Niguel, California 92677; Matthew McCormick, a U.S. citizen residing at 39478 Canyon Drive, Forest Falls, California 92339; Prashant Bhadri, an Indian citizen residing at 9050 Carron Drive, #374, Pico Rivera, California 90660; and Lawrence Chong, a U.S. citizen residing at 333 10th Street, Seal Beach, California 90740 ("ASSIGNOR").

WHEREAS, ASSIGNOR has conceived of an invention ("Invention") disclosed in a patent application entitled INDEPENDENT SURGICAL CENTER and filed in the United States Patent and Trademark Office, on April 21, 2008 as Application No. 12/107,038 ("Application");

WHEREAS, DOHENY EYE INSTITUTE, a California corporation having offices at 1450 San Pablo Street, #3000, Los Angeles, California 90033 ("ASSIGNEE") desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so to ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations in part of the Application (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights under 17 U.S.C. § 106A or otherwise.

D. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

E. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts of which ASSIGNOR has

knowledge respecting the Invention, Application, or Related Applications; to assist in the preparation of any other applications relating to the invention, to testify in any legal proceeding; to sign all documents, make all rightful oaths and declarations; and to generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

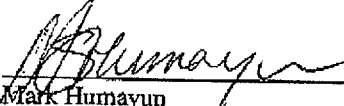
B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

(The remainder of this page is intentionally left blank. The signature page(s) follows.)

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 12 day of July, 2008.



Mark Humayun

STATE OF _____ }
COUNTY OF _____ } ss.

On _____, before me, _____, notary public, personally appeared Mark Humayun who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Mark Humayun executed the same in Mark Humayun's authorized capacity, and that by Mark Humayun's signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

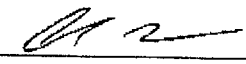
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 16 day of July, 2008.



Charles DeBoer

STATE OF _____ }
COUNTY OF _____ } ss.

On _____, before me, _____, notary public, personally appeared Charles DeBoer who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Charles DeBoer executed the same in Charles DeBoer's authorized capacity, and that by Charles DeBoer's signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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]

Notary Signature

Application No.: 12/107,038
Filing Date: April 21, 2008

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Client Code: DOHENY.009A
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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 2 day of JULY, 2008

Ralph Kerns
Ralph Kerns

STATE OF }
COUNTY OF } ss.

On _____, before me, _____, notary public, personally appeared Ralph Kerns who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Ralph Kerns executed the same in Ralph Kerns' authorized capacity, and that by Ralph Kerns' signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 15 day of July, 2008

Matthew McCormick
Matthew McCormick

STATE OF }
COUNTY OF } ss.

On _____, before me, _____, notary public, personally appeared Matthew McCormick who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Matthew McCormick executed the same in Matthew McCormick's authorized capacity, and that by Matthew McCormick's signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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]

Notary Signature

Application No.: 12/107,038
Filing Date: April 21, 2008

ASSIGNMENT AGREEMENT
Client Code: DOHENY.009A
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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 2 day of July, 2008



Prashant Bhadri

STATE OF }
 } ss.
COUNTY OF }

On _____, before me, _____, notary public, personally appeared Prashant Bhadri who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Prashant Bhadri executed the same in Prashant Bhadri's authorized capacity, and that by Prashant Bhadri's signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

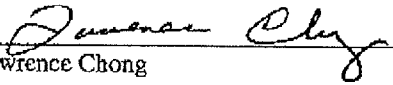
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 12 day of July, 2008.



Lawrence Chong

STATE OF }
 } ss.
COUNTY OF }

On _____, before me, _____, notary public, personally appeared Lawrence Chong who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Lawrence Chong executed the same in Lawrence Chong's authorized capacity, and that by Lawrence Chong's signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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]

Notary Signature

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