

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	To remove/expunge the recordation of this security interest (recorded on 1/13/06 at Reel/Frame No. 003227/0038) against Registration Nos. 1573006 and 1744339 that were included in error; Document ID No. 900043823		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reichert, Inc.		01/04/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	One Fountain Plaza		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2069419	REICHERT	
CORRESPONDENCE DATA			
Fax Number:	(866)947-1121		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5852631065		
Email:	kwalsh@nixonpeabody.com		
Correspondent Name:	Kristen M. Walsh		
Address Line 1:	Clinton Square, P.O. Box 31051		
Address Line 2:	Nixon Peabody LLP		
Address Line 4:	Rochester, NEW YORK 14603-1051		
ATTORNEY DOCKET NUMBER:	82205/41		
NAME OF SUBMITTER:	Kristen M. Walsh		
Signature:	/kristenmwash/		

CH \$40.00 2069419

Date:

03/10/2006

Total Attachments: 48

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT, dated as of January 4, 2006 is made by and between **REICHERT, INC.**, a Delaware corporation having a business location at the address set forth below next to its signature (the "**Debtor**"), and **MANUFACTURERS AND TRADERS TRUST COMPANY**, a New York banking corporation (the "**Secured Party**"), having a business location at the address set forth below next to its signature.

Recitals

WHEREAS, the Debtor and the Secured Party are parties to an Amended and Restated Credit Agreement of even date herewith (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the "**Credit Agreement**") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor; and

WHEREAS, as a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"**Patents**" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, domestic and foreign, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

"**Security Interest**" has the meaning given in Section 2.

"**Trademarks**" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, domestic and foreign, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. **Security Interest.** The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "**Security Interest**"), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. In addition, the Debtor has

executed in blank and delivered to the Secured Party an Assignment of Patents and Trademarks in substantially the form of Exhibit C hereto (the "Assignment of Patents and Trademarks"). The Debtor hereby authorizes the Secured Party to complete as assignee and record with the United States Patent and Trademark Office ("PTO") the Assignment of Patents and Trademarks solely upon the occurrence and during the continuance of an Event of Default.

3. **Representations, Warranties and Covenants.** The Debtor represents, warrants and covenants as follows:

(a) **Existence; Authority.** The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary action on the part of the Debtor.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof and all those to be owned or controlled by the Debtor after closing of the Xomed Acquisition, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of all applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 90 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement. The Debtor authorizes the Secured Party to modify this Agreement and the Assignment of Patents and Trademarks and the annex thereto, without the necessity of the Debtor's further approval or signature, solely to amend Exhibit A hereto and to the Annex to include any future or other Patents and to file such amendments with the PTO.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and all those to be owned or controlled by the Debtor after closing of the Xomed Acquisition and accurately reflects the existence and status of all such Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement. The Debtor authorizes the Secured Party to modify this Agreement and the Assignment of Patents and Trademarks and the annex thereto, without the necessity of the Debtor's further approval or signature, solely to amend Exhibit B hereto and to the Annex to include any future or other Trademarks and to file such amendments with the PTO.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute

Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title**. The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale**. Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense**. The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens, provided, however, that nothing in this subsection (g) shall prevent the Debtor from forbearing from any such prosecution or defense if such action is, in the Debtor's judgment, desirable in the conduct of the Debtor's business and not disadvantageous in any material respect to the Secured Party.

(h) **Maintenance**. The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable, provided, however, that nothing in this subsection (h) shall prevent the Debtor from discontinuing the maintenance of any of its Patents or Trademarks if such discontinuance is, in the Debtor's judgment, desirable in the conduct of the Debtor's business and not disadvantageous in any material respect to the Secured Party.

(i) **Secured Party's Right to Take Action**. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of fifteen (15) Business Days after the Secured Party gives the Debtor written notice thereof, or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place

and instead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment. Notwithstanding the foregoing, if the Debtor has determined in its judgment to discontinue or not prosecute any Patent or Trademark and has so notified the Secured Party in writing, then the Debtor will not be obligated to reimburse the Secured Party for any costs incurred under this Section (i) in relation to such Patent or Trademark.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after and during the continuance of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement and the indefeasible payment and performance of all Obligations.

4. **Debtor's Use of the Patents and Trademarks.** The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "**Event of Default**"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it, after the expiration of any applicable cure periods; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence and during the continuance of an Event of Default, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A copy of this Agreement shall have the same force and effect as the original and may be admitted into evidence as an original. This Agreement shall be governed by the laws of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[remainder of this page intentionally left blank]

[Patent and Trademark Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Reichert, Inc.
3374 Walden Avenue
Depew, New York 14043
Telecopier: 716-686-4545
Attention: Chief Financial Officer

REICHERT, INC.

By 
Name: Brian D'Amico
Title: Secretary

Manufacturers and Traders Trust Company
One Fountain Plaza
Buffalo, New York 14203
Telecopier: 716-848-7304
Attention: Michael J. Prendergast, Vice
President

**MANUFACTURERS AND TRADERS
TRUST COMPANY**

By: _____
Name: Michael J. Prendergast
Title: Vice President

[Patent and Trademark Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Reichert, Inc.
3374 Walden Avenue
Depew, New York 14043
Telecopier: 716-686-4545
Attention: Chief Financial Officer

REICHERT, INC.

By _____
Name: Brian D'Amico
Title: Secretary

Manufacturers and Traders Trust Company
One Fountain Plaza
Buffalo, New York 14203
Telecopier: 716-848-7304
Attention: Michael J. Prendergast, Vice
President

**MANUFACTURERS AND TRADERS
TRUST COMPANY**

By: 
Name: Michael J. Prendergast
Title: Vice President

[Patent and Trademark Security Agreement]

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
)
COUNTY OF ERIE)

On the 4th day of January, in the year 2004, before me, the undersigned, personally appeared **Brian D'Amico**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

GEORGE F. BELLOWS
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 04/14/2004

STATE OF NEW YORK)
) SS.:
COUNTY OF ERIE)

On the ____ day of _____, in the year 200__ before me, the undersigned, personally appeared **Michael J. Prendergast**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

U.S. PATENTS

* A	Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor	Nameplate
A	Hand-held Refractometer	US	6,605	02-Apr-93	Design Patent	348,849	19-Jul-94	19-Jul-08	Reichert	Thompson	D348849
O	Lensmeter	US	31,945	09-Dec-94	Design Patent	369,112	23-Apr-96	23-Apr-10	Reichert	Luce Percival Klock	D369112
O	Keratometer	US	61,760	30-Oct-96	Design Patent	402,034	01-Dec-98	01-Dec-12	Reichert	Hoelbl Klock	D402034
A	Refractometer	US	29/112,987	27-Oct-99	Design Patent	427,530	04-Jul-00	04-Jul-14	Reichert	Maines Spring	D427530
A	Hand-held Digital Refractometer	US	29/133,811	07-Dec-00	Design Patent	449,549	23-Oct-01	23-Oct-15	Reichert	Hoelbl	D449549
A	Automatic Refractometer	US	29/151,498	08-Nov-01	Design Patent	457,962	28-May-02	28-May-16	Reichert	Hoelbl	D457962
O	Hand-held non-contact tonometer	US	29/151,626	08-Nov-01	Design Patent	468,430	07-Jan-03	07-Jan-17	Reichert	Hoelbl	D468430
O	Optical alignment system Method and apparatus for determining the optical properties of a lens	US	228,482	05-Aug-88		4,881,807	21-Nov-89	05-Aug-08	Cambridge	Luce Krstanovic	US04881807
O	Refractometer subassembly method and apparatus	US	850,890	13-Mar-92		5,301,004	05-Apr-94		Leica	Percival Luce	US05301004
A	Refractometer subassembly method and apparatus	US	41,869	02-Apr-93		5,355,211	11-Oct-94	02-Apr-13	Leica	Thompson Pastwik	US05355211
O	Non-contact tonometer	US	188,812	31-Jan-94		5,474,066	12-Dec-95	31-Jan-14	Reichert	Grolman	US05474066
O	Glare Tester	US	962,859	19-Oct-92		5,671,039	23-Sep-97	19-Oct-12	Leica	Grolman	US05671039
A	Brake Check Handheld Refractometer	US	09/097,368	15-Jun-98		5,969,808	19-Oct-99		Reichert	Colton Sabin Ryan	US05969808
A	Brake Check Handheld Refractometer	US	09/238,547	28-Jan-99		6,034,762	07-Mar-00		Reichert	Cotton Sabin Ryan	US06034762
A	Transmitted Light Refractometer	US	09/429,123	27-Oct-99		6,172,746	09-Jan-01	27-Oct-19	Reichert	Byrne Ryan Bleyle Sharma Atkinson Cash	US06172746

Exhibit A

AT555 - Model
13912, NC
Tonometer

TRADEMARK

REEL: 003264 FRAME: 0801

U.S. PATENTS

	Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor	Nameplate
O	Hand-held non-contact tonometer Method for determining shadowline location on a photosensitive array, and critical angle refractometer employing the method	US	09/499,837	07-Feb-00		6,361,495	26-Mar-02	07-Feb-20	Reichert	Grolman	US06361495
A	Non-contact Tonometry Method Refractor and Method for Qualitative and Quantitative Measurements	US	09/794,991	27-Feb-01		6,396,576	28-May-02	27-Feb-21	Reichert	Bleyle Luce	US06396576
O	Device for Reproducible Positioning of Optical Surfaces Fluid-Sealed Refractometer Having Data Transmission Means Method for optimizing piston diameter in a non-contact tonometer, and non-contact tonometer having fluid pump designed by said method	US	09/553,111	20-Apr-00		6,419,631	16-Jul-02	20-Apr-20	Reichert		US06419631
A	Hand-held non-contact tonometer	US	09/439,876	12-Nov-99		6,462,809	08-Oct-02	12-Nov-19	Reichert	Ryan Byrne	US06462809
A	Hand-held non-contact tonometer	US	09/661,355	14-Sep-00		6,480,347	12-Nov-02	14-Sep-20	Reichert	Spring	US06480347
A	Hand-held non-contact tonometer	US	09/877,591	08-Jun-01		6,486,944	26-Nov-02	08-Jun-21	Reichert	Bleyle	US06486944
O	Ophthalmic Refractor having retrofittable readout illumination	US	10/010,323	08-Nov-01	US 2003-0088171 May 8, 2003	6,616,609	09-Sep-03	08-Nov-21	Reichert	Siskowski, Luce	US06616609
O	Alignment system for an ophthalmic instrument	US	09/992,875	06-Nov-01	US 2003-0088169 May 8, 2003	6,623,429	23-Sep-03	13-Nov-21	Reichert	Percival Hoover Luce	US06623429
O	Tonometer Calibration Tool	US	10/037,326	09-Nov-01	US 2003-0090630 May 15, 2003	6,666,555	23-Dec-03	09-Feb-22	Reichert	Biggins, Hoover, Hynes, Miller	US06666555
O	Ophthalmic refractor having gear phasing hub	US	09/992,756	06-Nov-01	US 2003-0086059 May 8, 2003	6,669,340	30-Dec-03	06-Feb-22	Reichert	Percival Hoover	US06669340
O	Ophthalmic refractor having gear phasing hub	US	10/122,807	15-Apr-02	US 2003-0195430 Oct 16, 2003	6,679,842	20-Jan-04	05-Jul-22	Reichert	Luce	US06679842
O	Ophthalmic refractor having gear phasing hub	US	10/136,645	01-May-02	US 2003-0206274 Nov 6, 2003	6,692,128	17-Feb-04	02-Aug-22	Reichert	Goris	US06692128

TRADEMARK

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U.S. PATENTS

* Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor	Nameplate
O Ophthalmic refractor having improved repeatability of scale rotation	US	10/136,644	01-May-02	US 2003-0206273 Nov 6, 2003	6,698,888	02-Mar-04	24-Jul-22	Reichert	Goris	Phoroptor Models 11657, 11656, 11635B, 11637, 11636, 11625B, 11635W, 11625W
A Refractometer for monitoring water content in fluids	US	09/676836	29-Sep-00		6,707,542	16-Mar-04	15-Jun-18	Reichert	Colton Sablin Ryan	US06707542
A Optical configuration and method for differential refractive index measurements	US	10/094,213	08-Mar-02		6,717,663	06-Apr-04	08-Mar-22	Reichert	Atkinson Ryan Sharma Byrne	US06717663
O Non-contact tonometer having improved air pump	US	10/117,510	05-Apr-02	US 2003-0191381 Oct 9, 2003	6,726,625	27-Apr-04	15-Oct-22	Reichert	Luce	US06726625
A Optical configuration and method for differential refractive index measurements	US	10/139,577	06-May-02	US 2003-0206290 Nov 6, 2003	6,734,956	11-May-04	14-May-22	Reichert	Byrne Sharma Atkinson Cordier	US06734956
O Afocal position detection system and ophthalmic instrument employing said system	US	09/992,497	06-Nov-01	US 2003-0086058 May 8, 2003	6,749,302	15-Jun-04	11-Dec-22	Reichert	Percival Hoover	US06749302
O Apparatus for Multiplexing Two Channels Onto a single linear scanned array	US	10/238,143	10-Sep-02	US 2004-0046962 March 11, 2004	6,804,007	12-Oct-04	02-Dec-22	Reichert	Luber	US06804007
A Hand held automatic refractometer	US	09/842,463	26-Apr-01	US2002-0159050 Oct 31, 2002	6,816,248	09-Nov-04	25-Dec-22	Reichert	Sharma Bleyfe	US06816248
A Flow Cell Clamp	US	10/207,547	29-Jul-02	US 2004-0017564 1/29/04	6,816,254	09-Nov-04	29-Jul-22	Reichert	Pastwik	US06816254
O Method for eliminating error in tonometric measurements	US	10/186,540	01-Jul-02	US 2004-0002640 Jan 1, 2004	6,817,981	16-Nov-04	26-Oct-22	Reichert	Luce	US06817981

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U.S. PATENTS

* Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor	Nameplate
O Duel mode non-contact tonometer	US	10/186,572	01-Jul-02	US 2004/0002639 Jan 1, 2004	6,875,175	05-Apr-05	03-Sep-22	Reichert	Luce	<u>US06875175</u>
O Alignment system for hand-held ophthalmic device	US	10/117,507	05-Apr-02	US 2003/0086060 May 8, 2003	6,945,650	20-Sep-05	19-Jan-23	Reichert	Beverly	<u>US06945650</u>
O Ophthalmic Projector	US	245,547	19-Sep-88	Design Patent	319,874 - Abandoned	10-Sep-91	19-Sep-02	Cambridge	Hoelbi	<u>D319874</u>
A Automatic Refractometer	US	678,932	06-Dec-84		Abandoned	03-Feb-87	06-Dec-04	Cambridge	Michalik	<u>US04640616</u>
O Signal Processing for Optical Image Sensor	US	678,622	06-Dec-84		Abandoned	27-Feb-87	06-Dec-04	Cambridge	Michalik	<u>US04644178</u>
O Ocular scattering analyzer	US	780,477	27-Sep-85		Abandoned	4702576 - Abandoned	27-Sep-05	Cambridge	Magnante Luce Grolman	<u>US04644178</u> <u>US04702576</u> <u>US05381196</u>
O Contrast sensitivity tester	US	90,541	13-Jul-93		Abandoned	27-Oct-87	13-Jul-13	Leica	Luce Percival	<u>US05446274</u>
O Instructive display for assisting in centering an optical path element on a path	US	199,703	22-Feb-94		Abandoned	29-Aug-95	22-Feb-14	Leica	Luce Percival	<u>US05471260</u>
O Joystick for an ophthalmic instrument where vertical movement is controlled by rotating the joystick	US	331,016	28-Oct-94		5471260 - Abandoned	28-Nov-95	28-Oct-14	Leica	Luce Zelvin	<u>US05587748</u>
O Joystick override control for an ophthalmic instrument	US	331,137	28-Oct-94		5587748 - Abandoned	24-Dec-96	28-Oct-14	Leica	Luce Miller	<u>US05587748</u>
O Lensmeter Accessory	US	493,559	22-Jun-95		5602640 - Abandoned	11-Feb-97	22-Jun-15	Leica	Percival	<u>US05602640</u>
O Non-contact tomometer having off-axis fluid pulse system	US	804,004	21-Feb-97		5754273 - Abandoned	19-May-98	21-Feb-17	Leica	Luce	<u>US05754273</u>
O Tonometer Air Pulse Generator	US	659,704	10-Jun-96		5779633 - Abandoned	14-Jul-98	10-Jun-16	Leica	Luce	<u>US05779633</u>
O Keratometric Illumination System	US	867,622	02-Jun-97		5825457 - Abandoned	20-Oct-98	02-Jun-17	Leica	Luce Zelvin	<u>US05825457</u>
O Applanation Detection system for a non-contact tonometer	US	09/054,723	03-Apr-98		5954645 - Abandoned	21-Sep-99		Reichert	Luce	<u>US05954645</u>

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U.S. PATENTS

	Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor	Nameplate
*											
O	Ophthalmic instrument having self-calibrating optical system	US	09/233,881	20-Jan-99		5984476 - Abandoned	16-Nov-99	20-Jan-19	Reichert	Luce Hoover	US05984476
O	Automatic optometer evaluation method using data over a wide range of focusing positions	US	09/234,723	21-Jan-99		6042232 - Abandoned	28-Mar-00		Reichert	Luce Severns	US06042232
O	Non-contact tonometer having non-linear pressure ramp	US	09/114,698	13-Jul-98		6159148 - Abandoned	12-Dec-00		Reichert	Luce	US06159148
O	Non-Contact Tonometer Having Mechanically Isolated Cylinder	US	09/993,281	06-Nov-01	US 2003-0088170	Abandoned			Reichert	Siskowski Luce	
A	Flow Cell System	US	10/074,649	13-Feb-02	US2003-0152485	Abandoned			Leica	Trulnau Siemer	US20030152485
O	Non-contact tonometer	US	10/117,750	05-Apr-02	US 2003 0191382	Abandoned			Reichert	Luce	
A	Optical configuration and method for differential refractive index measurements	US	10/139,268	06-May-02	US 2003/0206291	Abandoned			Reichert	Byrne Sharma Atkinson	
O	Ophthalmic refractor lens battery Refractometer and Method for Qualitative and Quantitative Measurements	US	10/263,590	03-Oct-02	US 2004 0066490	Abandoned			Reichert	Stewart	
O	Non-contact tonometer having fluid pump driven by proportional solenoid	US	10/266,170	07-Oct-02	US 2003-0112427	Abandoned			Reichert		
O	Metered pump for a non-contact tonometer	US	10/037,327	06-Nov-01	US 2003-0092979	Abandoned			Reichert	Luce	US20030088168
A	Optical Configuration for SPR Measurement	US	09/992,368	22-Aug-02	US 2004/0036881 May 8, 2003				Reichert	Luce Sharma Lesch Atkinson	US20030088168
A	Method and Apparatus for Measuring the Refractive Index of at Least Two Samples	US	10/225,699	22-Aug-02	US 2004/0036881 2/26/04				Reichert	Sharma Lesch Atkinson	US20040036881
O	Method and apparatus for measuring biomechanical characteristics of corneal tissue	US	10/274,588	21-Oct-02	US 2004/0075827 4/22/04				Reichert	Byrne	US20040075827
O		US	10/394,833	21-Mar-03						Luce	

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U.S. PATENTS

	Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor	Nameplate
*	Combination Ophthalmic Instrument	US	10/969,658	20-Oct-04					Reichert	Biggins	
O	Ophthalmic Digital Acuity Chart System (Clearchart)	US	29/231,016	31-May-05		Design Patent			Reichert	Gutkunst	
A	Method and Apparatus for Measuring Corneal Resistance	US		08-Sep-05					Reichert	Luce	
A	Method and Apparatus for Determining True Intraocular Pressure	US		08-Sep-05					Reichert	Luce	
A	Contact Tonometer Using MEMS Technology	US	10/778,006	2/12/04	US-2005-0182312; 8/18/05	N/A	N/A	N/A	Medtronic Xomed, Inc.	Bruce, John C.; Crocetta, Michael J., Jr.	
	Contact Tonometer Using MEMS Technology	N/A	PCT/US2005/003960	2/9/05	WO2005/079569; 9/1/05	N/A	N/A	N/A	SDGI Holdings, Inc.	Crocetta, Michael, Jr.; Bruce, John C.	
	Hypoallergenic Disposable Tip Cover for Tonometry Apparatus	US	10/923,312	8/20/04	Projected pub. Date 2/23/2006	N/A	N/A	N/A	Medtronic Xomed, Inc., recorded as Medtronic, Inc. (Reel/Frame; 015725/0112)	Prisco, John R.	
	Hypoallergenic Disposable Tip Cover for Tonometry Apparatus	N/A	PCT/US2005/027704	8/3/05	Pending	N/A	N/A	N/A	SDGI Holdings, Inc.	Prisco, John R.	
	Disposable Tip Cover for a Tonometry Apparatus	US	11/144,159	6/3/05	Projected pub. Date 12/07/2006	N/A	N/A	N/A	Medtronic Xomed, Inc.	Prisco, John R.; Hembrook, Joel A.; Bruce, John C.	

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FOREIGN PATENTS

*	Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor	From GS List
O	Instructive Display Improved Non-contact Tonometer	Australia	18336/95	30-Jan-95		680,354	13-Nov-97	30-Jan-15			From GS List
O	Hand-Held Digital Refractometer	Australia	US01067	28-May-01	Design Patent	AU683142	20-Aug-01	31-May-16	Leica	Grolman	From GS List
A	Refractometer	Austria	MU 2070/2001	28-Mar-00	Design Patent	91631	28-Feb-01	28-Feb-11			From GS List
A	Refractometer	Canada	2000-0823	25-Oct-85		1,269,445	22-May-90		Cambridge	Michalik	
O	Signal Processing for optical image sensor	Canada	493,851	02-Jun-97		2,256,759	28-Jan-03	02-Jun-17	Leica	Luce Cotton Sabin Ryan	
O	Tonometer Air Pulse Generator	Canada	PCT/US1997/009136	21-Jul-98		2,260,018	23-Dec-03	21-Jul-18	Reichert		
A	Brake Check Handheld Refractometer	Canada	US 1998/015084								
O	Optical Alignment System Non-contact Tonometer	Canada	CA19890606484			CA1311608	22-Dec-92		Cambridge	Luce Krstanovic	
O	Tonometer	Canada	188,812			CA2149051			Leica	Grolman	
O	Instructive Display Ophthalmic Refractor Having Retrofittable Readout Illumination Alignment system for hand-held ophthalmic device	Canada	08/199,703	04-Apr-03		CA2150830			Reichert	Luce Percival Hoover Biggins Hynes Miller	
O	Tonometer Calibration Tool Hand-held non-contact tonometer	Canada	PCT/US03/011032, S/N 2,482,000	11-Apr-03	WO2003/088807				Reichert	Luce	From GS List
O	Hand-held non-contact tonometer	China	S/N 2,424,490	18-Apr-02	Design Patent	2305961.3	25-Dec-02	18-Apr-12			

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FOREIGN PATENTS

* Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor
A Hand-Held Digital Refractometer	China	00305009-2	May-01 24-31-Mar-00	Design Patent	01309833.0	17-Apr-02	24-May-11		From GS List
A Refractometer Alignment System for an Ophthalmic Instrument	China	02150256.0	06-Nov-02	Design Patent	ZL00305009.2	14-Oct-00	31-Mar-10		From GS List
O Instrument Brake Check Handheld	China	00805768	28-Jan-00						From GS List
A Refractometer Brake Check Handheld	China	98809747.8	21-Jul-98						From GS List
A Hand-held automatic refractometer	China	PCT/US02/12807 S/N 02808902.2	23-Apr-02					Reichert	From GS List
O Hand-held non-contact tonometer	China	02822091.9	31-Oct-02						From GS List
O Non-Contact Tonometry Method	China	09/553111	20-Apr-00					Leica	Luce
O Non-Contact Tonometry Method Refractometer and Method for	China	01117137.5	20-Apr-01						From GS List
A Qualitative and Quantitative Measurements Method for Eliminating Error in Tonometric	China	99803956 X	12-Nov-99						From GS List
O Measurements Method for Eliminating Error in Tonometric	China	PCT/US03/20152							
O Measurements Method for Eliminating Error in Tonometric	China	PCT/US2003/020152 s/n 03815604.0							
A Hand-Held Digital Refractometer	Denmark		30-May-01	Design Patent	MR 2001 00910	14-Sep-01	30-May-16		From GS List

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FOREIGN PATENTS

* Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor
O Hand-held non-contact tonometer Method for determining shadowline location on a photosensitive array, and critical angle refractometer employing the method	EP	1101473.5	24-Jan-01		1,121,895	11-Aug-04	24-Jan-21	Reichert	Grolman
A	EP	02 100 152.4	19-Feb-02		EP 1236993	12/15/2004	19-Feb-22	Reichert	Bleyle Snyder letter 6/14/04
Transmitted Light Refractometer	EP	121,744	05-Oct-00	02-May-01	EP1096247	15-Sep-04	05-Oct-20	Reichert	Byrne Ryan Bleyle Sharma Atkinson Cash
O Alignment Guidance System	EP	4002266.7	24-Jan-01		EP1419729	30-Mar-05	24-Jan-21	Reichert	Grolman
A Brake Check Handheld Refractometer	EP	00915706.6	28-Jan-00					Reichert	From GS List
A Brake Check Handheld Refractometer	EP	98936952.5	21-Jul-98					Reichert	From GS List
A Hand-held automatic refractometer	EP	02725782.3	23-Apr-02					Reichert	From GS List
O Non-Contact Tonometry Method Refractometer and Method for Quantitative Measurements	EP	01109114.7	12-Apr-01	EP 1147738 A1				Leica	Luce
A Alignment System for an Ophthalmic Instrument	EP	99957564.0	12-Nov-99					Reichert	From GS List
O Hand-held non-contact tonometer	Europe	02102467.4	21-Oct-02	EP1308125	EP1308125	07-Sep-05		Reichert	Percival Hoover From GS List
O	Europe	04002266.7	24-Jan-01					Reichert	

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FOREIGN PATENTS

* Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor
O Ophthalmic Refractor Having Retrofittable Readout Illumination	Europe	02102439.3	11-Oct-02					Reichert	From GS List
A Refractometer Hand-held non-contact tonometer	Germany		07-Apr-00	Design Patent	40003818.8				From GS List
O Hand held Non-contact Tonometer for use with ophthalmic instrument, detects alignment status of ophthalmic instrument with respect to patient's eye, based on which alignment clues are displayed on heads-up display	Germany	DE20031015262	05-May-04	Design Patent	40202953.4			Reichert	From GS List
O Hand-held automatic refractometer	Germany				60104735.4			Reichert	Per Snyder 11/15/04 e-mail
A Hand-held non-optical configuration and method for differential refractive index measurements	Germany	10297414.4				13-Nov-03		Reichert	Beverly
A Refractometer Hand-Held Digital Refractometer	Germany	10392315.2	06-Mar-03		DE10315262				From GS List
A Hand-held automatic refractometer	India	182025	04-Apr-00	Design Patent	182025	04-Apr-00	04-Apr-15		From GS List
A Hand-held automatic refractometer	India		16-May-01	Design Patent	185569	12-Nov-01	16-May-16		From GS List
A Refractometer	Italy								From GS List
A Refractometer	Japan	2000-10170	19-Apr-00	Design Patent	1094998	20-Oct-00	20-Oct-15		From GS List

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FOREIGN PATENTS

*	Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor
O	Hand-held non-contact tonometer	Japan	PCT/US02/34842 S/N 2003-541457	05-Aug-89	Design Patent	1,171,523	28-Feb-03	28-Feb-18		
O	Optical Alignment System	Japan	1-202300	13-Oct-95		2,649,088	16-May-97	05-Aug-09		From GS List
O	Joystick Override Control	Japan	8-514592	13-Oct-95		3,034,049	18-Feb-00	13-Oct-15		From GS List
O	Joystick Automatic Optometer	Japan	8-514593	13-Oct-95		3150979	19-Jan-01	13-Oct-15		From GS List
O	Evaluation Method Using Data Over a Wide Range of Focusing Positions	Japan	2000-11187	20-Jan-00		3,270,751	18-Jan-02	20-Jan-20		From GS List
O	Instrument Having Self-Calibrating Optical System Method and apparatus for sensing binding interactions between an analyte and a binding layer	Japan	2000-11530	20-Jan-00		3,328,624	12-Jul-02	20-Jan-20		From GS List
A	Hand-Held Digital Refractometer Alignment System for Portable Ophthalmic Instrument	Japan	2000-582784	12-Nov-99		3,537,767	26-Mar-04	12-Nov-19	Reichert	Ryan Byrne
A	Alignment System for an Ophthalmic Instrument	Japan	2001-16633	07-Jun-01	Design Patent	D1130089	02-Jan-01	02-Nov-16		From GS List
O	Instrument Alignment System for an Ophthalmic Instrument	Japan	2003-101679	30-Oct-02		JP2004-33744			Reichert	Beverly
O	Brake Check Handheld Refractometer	Japan	2002-316020	28-Jan-00						From GS List
A	Refractometer	Japan	2000-596353							From GS List

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FOREIGN PATENTS

	Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor
*	Device for reproducing positioning of optical surfaces	Japan	2001-275163	11-Sep-01						From GS List
A	Hand-held automatic refractometer	Japan	PCT/US02/12807 S/N 2002-585918	23-Apr-02						
O	Hand-held non-contact tonometer	Japan	PCT/US02/34842 s/n 2003-541457	31-Oct-02						
O	Hand-held non-contact tonometer	Japan	2001-030362	27-Feb-01						From GS List
O	Non-Contact Tonometry Method	Japan	2001 122048	20-Apr-01	2001 299701 30 Oct 01				Leica	Luce
A	Optical configuration and method for differential refractive index measurements	Japan	PCT/US03/06878, S/N 2003-575085						Reichert	
O	Tonometer Calibration Tool	Japan	PCT/US03/11032 SN 2003-585562	25-Oct-00						From GS List
A	Transmitted Light Refractometer	Japan	2000-325551							
O	Method for Eliminating Error in Tonometric Measurements	Japan	PCT/US2003/020152 s/n 2004-517869	26-May-01	Design Patent					
A	Hand-Held Digital Refractometer	Korea	2001-14085			306555	30-Aug-02	30-Aug-17		From GS List
A	Brake Check Handheld Refractometer	Korea	10-2001-7009588	28-Jul-01		443,650	29-Jul-04	28-Jan-20	Reichert	Colton Sabin Ryan

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FOREIGN PATENTS

* Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor
O Hand-held non-contact tonometer	Korea	PCT/US02/34842 S/N 2004-7006868	31-Oct-02	06-May-04					
Method for Eliminating Error in Tonomeric Measurements	Korea	PCT/US03/020152, S/N 2004-7021689							
A Hand-Held Digital Refractometer	Mexico	Pat/2001/00063	01-Jun-01	Design Patent	16106	15-Mar-04	01-Jun-16		From GS List
O Contrast Sensitivity Tester	Mexico	945220	08-Jul-94		185,632	15-Aug-97	08-Jul-14		From GS List
O Instructive Display Improved Non-Contact Tonometer	Mexico	953963	30-Jan-95		188,082	19-Feb-98	30-Jan-15		From GS List
O Joystick Joystick Override Control	Mexico	953166	21-Jul-95		189094	11-Jun-98	30-Jan-15		From GS List
O Brake Check Handheld Refractometer Brake Check Handheld Refractometer	Mexico	972287	13-Oct-95		197475	13-Jul-00	13-Oct-15		From GS List
A Handheld Refractometer	Mexico	972964	13-Oct-95		199,354	31-Oct-00	13-Oct-15		From GS List
A Hand-Held Digital Refractometer	Mexico	2001/007707 PCT/US00/02304	28-Jan-00	WO00/45150				Leica	Cotton Sabin Ryan
A Refractometer and Method for Qualitative and Quantitative Measurements	PCT	2000/001148 DM/055997	21-Jul-98 15-May-01	Design Patent	DM/055997	15-May-01	15-May-26		From GS List From GS List
A Brake Check Handheld Refractometer	PCT	US26981			WO0029830			Leica	Ryan Byrne Ryan Sabin Cotton
A Handheld Automatic Refractometer	PCT	US02304			WO0045150	03-Aug-00		Leica	Bleyle Sharma
A Refractometer	PCT	US12807			WO02088663	07-Nov-02		Leica	

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FOREIGN PATENTS

*	Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor
A	Optical configuration and method for differential refractive index measurements	PCT	US06878		WO03076911	18-Sep-03			Reichert	Atkinson Ryan Byrne Sharma
O	Calibration Tool Method and Apparatus for Determining the Optical Properties of a Lens	PCT	US11032	05-Mar-93	WO9318386	16-Sep-93			Leica	Luce Percival
O	Improved Non-contact Tonometer	PCT	US01067	13-Oct-95	WO9520342	09-May-96			Leica	Grolman Luce Zeitvin
O	Joystick Joystick Override Control	PCT	US12698		WO9613200				Leica	Luce Miller
A	Brake Check Handheld Refractometer	PCT	US15084		WO9906818	11-Feb-99			Leica	Ryan Sabin Cotton
O	Hand-held non-contact tonometer Method and Apparatus for Measuring Biomechanical Characteristics of Corneal Tissue	PCT	PCT/US02/34842	31-Oct-02						From GS List
O	Method for Eliminating Error in Tonometric Measurements	PCT	PCT/US2004/000735	10-Mar-04						From GS List
A	Hand-Held Digital Refractometer	Portugal	30355	26-Jun-03	WO2004/002363	22-Mar-02	01-Jun-26		Reichert	Luce
A	Brake Check Handheld Refractometer	Singapore	PCT/US98/15084	01-Jun-01	Design Patent	30355				From GS List From GS List

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FOREIGN PATENTS

	Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor
A	Brake Check Handheld Refractometer	Singapore	200104567-3	28-Jan-00		82,468	30-Sep-03	28-Jan-20	Reichert	Cotion Sabin Ryan
A	Hand-Held Digital Refractometer Method for determining shadowline location on a photosensitive array, and critical angle refractometer employing the method	Sweden		May-01	Design Patent	68604	03-Apr-02	16-May-26		From GS List
A	Hand held Non-contact Tonometer	Sweden			based on EP 1236993 Per Snyder 11/15/04 e-mail	1,121,895				GS Itr 2/8/05
O	Hand held Non-contact Tonometer	UK							Reichert	
A	Refractometer	UK	2092053	07-Apr-00	Design Patent	2092053	06-Dec-00	27-Oct-24		From GS List
A	Hand-Held Digital Refractometer Ophthalmic instrument with alignment system	UK	2101905	18-May-01	Design Patent	2101905	06-Jun-01	07-Dec-25		From GS List
O	Hand-held non-contact tonometer	UK	307732.8	37714		2,390,895	04-Aug-04	03-Apr-23	Reichert	Beverly
O	Optical configuration and method for differential refractive index measurements	UK	PCT/US02/34842 S/N 0408534.6	31-Oct-02		2,399,410	20-Jul-05	31-Oct-22	Reichert	Perccival Hoover Luce
A	Hand-held non-contact tonometer	UK	PCT/US03/06878	06-Mar-03	SN 0418507.0 8/18/04	2,404,248	24-Aug-05	06-Mar-23	Reichert	Atkinson Ryan Sharma Byrne
O	Alignment system for hand-held ophthalmic device	UK		05-Apr-02	Design Patent	3,002,775	11-Jun-02	05-Apr-27		Hodgson Russ Itr 9/2/04 From GS List
O	Hand-held automatic refractometer	UK	S/N 0307732.8							From GS List

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FOREIGN PATENTS

* O	Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor
	Tonometer Calibration Tool	UK	PCT/US03/011032 SN 0421783.2	30-Sep-04						

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Trademark	Reg No	S/N	Country	Reg Date	Goods	Expiration Date	Owner	Comments
Reichert	2,069,419		US	10-Jun-97	Ophthalmic diagnostic apparatus	10-Jun-07	Reichert	
Phoroptor Refractor Configuration of Refracting Instrument	150,787 430,544	651,688	US Canada	10-Jan-22 22-Jul-94	Eye testing instruments Ophthalmic instruments	?? 22-Jul-09	Reichert Reichert	assigned 1/28/03
XCEL	1,577,350		US	16-Jan-90	Ophthalmic instruments	??	Reichert	assigned 1/28/03
	1,858,478		US	18-Oct-94	Electrical and scientific apparatus		Reichert	assigned 1/28/03
LENSCHEK	1,949,235	74/649,318	US	16-Jan-96	Devices for measurement of optical parameters of ophthalmic lenses	??	Reichert	assigned 1/28/03
LENSOMETER PROJECT-O-CHART	510,823	71/509,685	US	14-Jun-49	Lens testing instruments	??	Reichert	assigned 1/28/03
C TEST	359,235	71/403,891	US	09-Aug-38	Apparatus for use in testing eyes	??	Reichert	assigned 1/28/03
QUEBEC SPENCER	2,128,306	75/136,813	US	13-Jan-98	Ophthalmic instruments	??	Reichert	assigned 1/28/03
	765,063		US	2/18/1964	Scientific apparatus known as colony counters		Reichert	assigned 1/28/03
Phoroptor	TMDA 032247	78/406,313	US	22-Apr-04	Microscopes	2/18/2014	Reichert Reichert	
		111,153	Canada	28-Jan-03	Eye testing instruments for testing the refracting media and motor muscles of the eye		Reichert	assigned 1/28/03
BIOSINE BRAKE-CHEK	2,274,849	Ap 1048033 75,303,660	Canada US	31-Aug-99	Electrical and scientific apparatus; analytical equipment for qualitative and quantitative analysis of biologically active substances Refractometers		Leica Reichert	Abandoned 3/24/03

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Trademark	Reg No	SIN	Country	Reg Date	Goods	Expiration Date	Owner	Comments
UNISTAT	1,132,622	73,186,897	US	08-Apr-80	Laboratory instruments for the diagnostic testing of blood and serum		Reichert	
DUO-CHEK	928,279	72,392,377	US	01-Feb-72	Refractometers		Reichert	
GOLDBERG	808,088	72,227,912	US	10-May-66	Refractometers		Reichert	
HB-METER	613,096	71,664,911	US	27-Sep-55	Devices used in measuring, testing or inspecting hemoglobin content of blood		Reichert	Do not renew
ORTHO-RATER	399,961	71,453,591	US	09-Feb-43	Apparatus for testing, exercising and training the eyes		Leica	
CLEARCHART	1837812	78/538,425	US	31-May-94			Reichert	
OCU-FILM		74/434273	US				Xomed	Registered
OCU-SHIELD		78/676202	US				Xomed	Pending
TONO-PEN	1844281	74/433637	US	12-Jul-94			Xomed	Registered
TONO-PEN AND DESIGN	2932700	78/188508	US	15-Mar-2005			Xomed	Registered
TONO-PEN-AVIA		78/573107	US				Xomed	Published
TONO-PEN AVIA			US				Xomed	Published
POWERCEL		78/612433	US				Xomed	Published
TONO-PEN VET		78/500266	US				Xomed	Suspended
OCU-SHIELD		1066602	AU				Xomed	Published
OCU-SHIELD		1267050	CA				Xomed	Pending
OCU-SHIELD		004572491	EU				Xomed	Pending
OCU-SHIELD		68242/2005	JP				Xomed	Pending
TONO-PEN		1047945	AU	30-Nov-2005			Xomed	Registered
TONO-PEN		1252797	CA				Xomed	Pending
TONO-PEN		004379723	EU				Xomed	Published
TONO-PEN	4907858	25713/2005	JP	11-Nov-2005			Xomed	Registered
TONO-PEN AVIA		1050463	AU				Xomed	Published
TONO-PEN AVIA		1254283	CA				Xomed	Pending
TONO-PEN AVIA		004402285	EU				Xomed	Published
TONO-PEN-AVIA	7899781	31762/2005	JP	7-Oct-2005			Xomed	Registered

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TRADEMARKS

Trademark	Reg No	SIN	Country	Reg Date	Goods	Expiration Date	Owner	Comments
TONO-PEN AVIA POWERCEL		1071881	AU				Xomed	Published
TONO-PEN AVIA POWERCEL		1270778	CA				Xomed	Pending
TONO-PEN AVIA POWERCEL		004616801	EU				Xomed	Pending
TONO-PEN AVIA POWERCEL		83786/2005	JP				Xomed	Pending
TONO-PEN VET		1049549	AU				Xomed	Pending
TONO-PEN VET		1253686	CA				Xomed	Pending
TONO-PEN VET		004385597	EU				Xomed	Published
TONO-PEN VET	4884142	29830/2005	JP	29-Jul-2005			Xomed	Registered

EXHIBIT C

ASSIGNMENT OF PATENTS AND TRADEMARKS

WHEREAS, REICHERT, INC., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 3374 Walden Avenue, Depew, New York 14043 (the "**Debtor**"), owns the patents, trademarks and service marks (the "**Patents and Marks**") identified on the Annex hereto, and is the owner of the patents, patent applications, registrations of and pending registration applications for such patents and trademarks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, MANUFACTURERS AND TRADERS TRUST COMPANY, having a place of business at One M&T Plaza, Buffalo, New York 14203 (the "**Assignee**"), is desirous of acquiring the Patents and Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Patents and Marks, together with (i) the patents, patent applications, registrations of and registration applications for the Patents and Marks, (ii) the goodwill of the business symbolized by and associated with the Patents and Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Patents and Marks or the registrations thereof or such associated goodwill.

IN WITNESS WHEREOF, the Debtor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of _____, 20__.

REICHERT, INC.

By: _____
Name: _____
Title: _____

The foregoing assignment of the Patents and Marks and the patents, patent applications, registrations thereof and registration applications therefor by the Debtor to the Assignee is hereby accepted as of the ____ day of _____, 20__.

**MANUFACTURERS AND TRADERS
TRUST COMPANY**

By: _____
Name: _____
Title: _____

U.S. PATENTS

	Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor	Nameplate
A	Hand-held Refractometer	US	6,605	02-Apr-93	Design Patent	348,849	19-Jul-94	19-Jul-08	Reichert	Thompson	D348849
O	Lensmeter	US	31,945	09-Dec-94	Design Patent	369,112	23-Apr-96	23-Apr-10	Reichert	Luce Percival Klock	D369112
O	Keratometer	US	61,760	30-Oct-96	Design Patent	402,034	01-Dec-98	01-Dec-12	Reichert	Hoelbi Klock	D402034
A	Refractometer	US	29/112,987	27-Oct-99	Design Patent	427,530	04-Jul-00	04-Jul-14	Reichert	Maines Spring	D427530
A	Hand-held Digital Refractometer	US	29/133,811	07-Dec-00	Design Patent	449,549	23-Oct-01	23-Oct-15	Reichert	Hoelbi	D449549
A	Automatic Refractometer	US	29/151,498	08-Nov-01	Design Patent	457,962	28-May-02	28-May-16	Reichert	Hoelbi	D457962
O	Hand-held non-contact tonometer	US	29/151,626	08-Nov-01	Design Patent	468,430	07-Jan-03	07-Jan-17	Reichert	Hoelbi	D468430
O	Optical alignment system Method and apparatus for determining the optical properties of a lens	US	228,482	05-Aug-88		4,881,807	21-Nov-89	05-Aug-08	Cambridge	Luce Kirstanovic	US04881807
O	Refractometer subassembly method and apparatus	US	850,890	13-Mar-92		5,301,004	05-Apr-94		Leica	Percival Luce	US05301004
A	Non-contact tonometer	US	41,869	02-Apr-93		5,355,211	11-Oct-94	02-Apr-13	Leica	Thompson Pastwik	US05355211
O	Giare Tester	US	188,812	31-Jan-94		5,474,066	12-Dec-95	31-Jan-14	Reichert	Grolman	US05474066
O	Brake Check Handheld Refractometer	US	962,859	19-Oct-92		5,671,039	23-Sep-97	19-Oct-12	Leica	Grolman	US05671039
A	Brake Check Handheld Refractometer	US	09/097,368	15-Jun-98		5,969,808	19-Oct-99		Reichert	Cotton Sabin Ryan	US05969808
A	Transmitted Light Refractometer	US	09/236,547	28-Jan-99		6,034,762	07-Mar-00		Reichert	Cotton Sabin Ryan	US06034762
A	Transmitted Light Refractometer	US	09/429,123	27-Oct-99		6,172,746	09-Jan-01	27-Oct-19	Reichert	Byrne Ryan Bleye Sharma Atkinson Cash	US06172746

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U.S. PATENTS

	Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor	Nameplate
O	Hand-held non-contact tonometer Method for determining shadowline location on a photosensitive array, and critical angle refractometer employing the method	US	09/499,837	07-Feb-00		6,361,495	26-Mar-02	07-Feb-20	Reichert	Grolman	US06361495
A		US	09/794,991	27-Feb-01		6,396,576	28-May-02	27-Feb-21	Reichert	Bleye	US06396576
O	Non-contact Tonometry Method Refractor and Method for Qualitative and Quantitative Measurements	US	09/553,111	20-Apr-00		6,419,631	16-Jul-02	20-Apr-20	Reichert	Luce	US06419631
A	Device for Reproducible Positioning of Optical Surfaces	US	09/439,876	12-Nov-99		6,462,809	08-Oct-02	12-Nov-19	Reichert	Ryan Byrne	US06462809
A	Fluid-Sealed Refractometer Having Data Transmission Means Method for optimizing piston diameter in a non-contact tonometer, and non-contact tonometer having fluid pump designed by said method	US	09/661,355	14-Sep-00		6,480,347	12-Nov-02	14-Sep-20	Reichert	Spring	US06480347
A		US	09/877,591	08-Jun-01		6,486,944	26-Nov-02	08-Jun-21	Reichert	Bleye	US06486944
O		US	10/010,323	08-Nov-01	US 2003-0988171 May 8, 2003	6,616,609	09-Sep-03	08-Nov-21	Reichert	Siskowski, Luce	US06616609
O	Hand-held non-contact tonometer	US	09/992,875	06-Nov-01	US 2003-0088169 May 8, 2003	6,623,429	23-Sep-03	13-Nov-21	Reichert	Percival Hoover Luce	US06623429
O	Ophthalmic Refractor having retrofittable readout illumination	US	10/037,326	09-Nov-01	US 2003-0090630 May 15, 2003	6,666,555	23-Dec-03	09-Feb-22	Reichert	Biggins, Hoover, Hynes, Miller	US06666555
O	Alignment system for an ophthalmic instrument	US	09/992,756	06-Nov-01	US 2003-0086059 May 8, 2003	6,669,340	30-Dec-03	06-Feb-22	Reichert	Percival Hoover	US06669340
O	Tonometer Calibration Tool	US	10/122,807	15-Apr-02	US 2003-0195430 Oct 16, 2003	6,679,842	20-Jan-04	05-Jul-22	Reichert	Luce	US06679842
O	Ophthalmic refractor having gear phasing hub	US	10/136,645	01-May-02	US 2003-0206274 Nov 6, 2003	6,692,128	17-Feb-04	02-Aug-22	Reichert	Goris	US06692128

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U.S. PATENTS

* Title	Country	Appl No.	Filing Date	U.S. Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor	Nameplate
O Ophthalmic refractor having improved repeatability of scale rotation	US	10/136,644	01-May-02	US 2003-0206273 Nov 6, 2003	6,698,888	02-Mar-04	24-Jul-22	Reichert	Goris	Phoroptor Models 11657,11656, 11635B, 11637, 11636, 11625B, 11635W, 11625W
A Refractometer for monitoring water content in fluids	US	09/676836	29-Sep-00		6,707,542	16-Mar-04	15-Jun-18	Reichert	Cotton Sabin Ryan	<u>US06698888</u> <u>US06707542</u>
A Optical configuration and method for differential refractive index measurements	US	10/094,213	08-Mar-02		6,717,663	06-Apr-04	08-Mar-22	Reichert	Atkinson Ryan Sharma Byrne	<u>US06717663</u>
O Non-contact tonometer having improved air pump	US	10/117,510	05-Apr-02	US 2003-0191381 Oct 9, 2003	6,726,625	27-Apr-04	15-Oct-22	Reichert	Luce	<u>US06726625</u>
A Optical configuration and method for differential refractive index measurements	US	10/139,577	06-May-02	US 2003-0206290 Nov 6, 2003	6,734,956	11-May-04	14-May-22	Reichert	Byrne Sharma Atkinson Cordier	<u>US06734956</u>
O Afocal position detection system and ophthalmic instrument employing said system	US	09/992,497	06-Nov-01	US 2003-0086058 May 6, 2003	6,749,302	15-Jun-04	11-Dec-22	Reichert	Percival Hoover	<u>US06749302</u>
O Apparatus for Multiplexing Two Surface Plasma Resonance Channels Onto a single linear scanned array	US	10/238,143	10-Sep-02	US 2004-0046962 March 11, 2004	6,804,007	12-Oct-04	02-Dec-22	Reichert	Luber	<u>US06804007</u>
A Hand held automatic refractometer	US	09/842,463	26-Apr-01	US 2004-0017564 Oct 31, 2002	6,816,248	09-Nov-04	25-Dec-22	Reichert	Sharma Bleye	<u>US06816248</u>
A Flow Cell Clamp	US	10/207,547	29-Jul-02	US 2004-0002640 Jan 1, 2004	6,816,254	09-Nov-04	29-Jul-22	Reichert	Pastwik	<u>US06816254</u>
O Method for eliminating error in tonometric measurements	US	10/186,540	01-Jul-02		6,817,981	16-Nov-04	26-Oct-22	Reichert	Luce	<u>US06817981</u>

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U.S. PATENTS

	Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor	Nameplate
*											
0	Dual mode non-contact tonometer	US	10/186,572	01-Jul-02	US 2004/0002639 Jan 1, 2004	6,875,175	05-Apr-05	03-Sep-22	Reichert	Luce	<u>US06875175</u>
0	Alignment system for hand-held ophthalmic device	US	10/117,507	05-Apr-02	US 2003/0086060 May 8, 2003	6,945,650	20-Sep-05	19-Jan-23	Reichert	Beverly	<u>US06945650</u>
0	Ophthalmic Projector	US	245,547	19-Sep-88	Design Patent	319,874 - Abandoned	10-Sep-91	19-Sep-02	Cambridge	Hoelbl	<u>D319874</u>
A	Automatic Refractometer	US	678,932	06-Dec-84		4640616 - Abandoned	03-Feb-87	06-Dec-04	Cambridge	Michalik	<u>US04640616</u>
0	Signal Processing for Optical Image Sensor	US	678,622	06-Dec-84		4644178 - Abandoned	27-Feb-87	06-Dec-04	Cambridge	Michalik	<u>US04644178</u>
0	Ocular scattering analyzer	US	780,477	27-Sep-85		4702576 - Abandoned	27-Oct-87	27-Sep-05	Cambridge	Magnante Luce	<u>US04702576</u>
0	Contrast sensitivity tester	US	90,541	13-Jul-93		5381196 - Abandoned	10-Jan-95	13-Jul-13	Leica	Grolman	<u>US05381196</u>
0	Instructive display for assisting in centering an optical path element on a path	US	199,703	22-Feb-94		5446274 - Abandoned	29-Aug-95	22-Feb-14	Leica	Luce Percival	<u>US05446274</u>
0	Joystick for an ophthalmic instrument where vertical movement is controlled by rotating the joystick	US	331,016	28-Oct-94		5471260 - Abandoned	28-Nov-95	28-Oct-14	Leica	Luce Zelvin	<u>US05471260</u>
0	Joystick override control for an ophthalmic instrument	US	331,137	28-Oct-94		5587748 - Abandoned	24-Dec-96	28-Oct-14	Leica	Luce Miller	<u>US05587748</u>
0	Lensmeter Accessory	US	493,559	22-Jun-95		5602640 - Abandoned	11-Feb-97	22-Jun-15	Leica	Percival	<u>US05602640</u>
0	Non-contact tomometer having off-axis fluid pulse system	US	804,004	21-Feb-97		5754273 - Abandoned	19-May-98	21-Feb-17	Leica	Luce	<u>US05754273</u>
0	Tonometer Air Pulse Generator	US	659,704	10-Jun-96		5779633 - Abandoned	14-Jul-98	10-Jun-16	Leica	Luce	<u>US05779633</u>
0	Keratometric Illumination System	US	867,622	02-Jun-97		5825457 - Abandoned	20-Oct-98	02-Jun-17	Leica	Luce Zelvin	<u>US05825457</u>
0	Applanation Detection system for a non-contact tonometer	US	09/054,723	03-Apr-98		5954645 - Abandoned	21-Sep-99		Reichert	Luce	<u>US05954645</u>

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U.S. PATENTS

	Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor	Nameplate
O	Ophthalmic instrument having self-calibrating optical system	US	09/233,881	20-Jan-99		5984476 - Abandoned	16-Nov-99	20-Jan-19	Reichert	Luce Hoover	US05984476
O	Automatic optometer evaluation method using data over a wide range of focusing positions	US	09/234,723	21-Jan-99		6042232 - Abandoned	28-Mar-00		Reichert	Luce Seaverns	US06042232
O	Non-contact tonometer having non-linear pressure ramp	US	09/114,698	13-Jul-98		6159148 - Abandoned	12-Dec-00		Reichert	Luce	US06159148
O	Non-Contact Tonometer Having Mechanically Isolated Cylinder	US	09/993,281	06-Nov-01	US 2003-0088170	Abandoned			Reichert	Siskowski Luce	
A	Flow Cell System	US	10/074,649	13-Feb-02	US2003-0152485	Abandoned			Leica	Trulnau Siemer	US20030152485
O	Non-contact tonometer	US	10/117,750	05-Apr-02	US 2003 0191382	Abandoned			Reichert	Luce	
A	Optical configuration and method for differential refractive index measurements	US	10/139,268	06-May-02	US 2003/0206291	Abandoned			Reichert	Byrne Sharma Atkinson	
O	Ophthalmic refractor lens battery Refractometer and Method for Qualitative and Quantitative Measurements	US	10/263,590	03-Oct-02	US 2004 0066490	Abandoned			Reichert	Stewart	
O	Non-contact tonometer having fluid pump driven by proportional solenoid	US	10/266,170	07-Oct-02	US 2003-0112427	Abandoned			Reichert		
O	Metered pump for a non-contact tonometer	US	10/037,327	06-Nov-01	US 2003-0092979	Abandoned			Reichert	Luce	US20030088168
A	Optical Configuration for SPR Measurement	US	09/992,368	22-Aug-02	US 2003/0088168 May 8, 2003				Reichert	Sharma Lesch Atkinson	US20040036881
A	Method and Apparatus for Measuring the Refractive Index of at Least Two Samples	US	10/225,699	22-Aug-02	US 2004/0036881 2/26/04				Reichert		
O	Method and apparatus for measuring biomechanical characteristics of corneal tissue	US	10/274,588	21-Oct-02	US 2004/0075827 4/22/04				Reichert	Byrne	US20040075827
O		US	10/394,833	21-Mar-03						Luce	

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U.S. PATENTS

	Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor	Nameplate
O	Combination Ophthalmic Instrument	US	10/969,658	20-Oct-04					Reichert	Biggins	
A	Ophthalmic Digital Acuity Chart System (Clearchart)	US	29/231,016	31-May-05		Design Patent			Reichert	Gufekunst	
A	Method and Apparatus for Measuring Corneal Resistance	US		08-Sep-05					Reichert	Luce	
	Method and Apparatus for Determining True Intraocular Pressure	US		08-Sep-05					Reichert	Luce	
A	Contact Tonometer Using MEMS Technology	US	10/778,006	2/12/04	US-2005-0182312; 8/18/05	N/A	N/A	N/A	Medtronic Xomed, Inc.	Bruce, John C.; Crocetta, Michael J., Jr.	
	Contact Tonometer Using MEMS Technology	N/A	PCT/US2005/003960	2/9/05	WO2005/079569; 9/1/05	N/A	N/A	N/A	SDGI Holdings, Inc.	Crocetta, Michael, Jr.; Bruce, John C.	
	Hypoallergenic Disposable Tip Cover for Tonometry Apparatus	US	10/923,312	8/20/04	Projected pub. Date 2/23/2006	N/A	N/A	N/A	Medtronic Xomed, Inc., recorded as Medtronic, Inc. (Reel/Frame; 015725/0112)	Prisco, John R.	
	Hypoallergenic Disposable Tip Cover for Tonometry Apparatus	N/A	PCTUS2005/027704	8/3/05	Pending	N/A	N/A	N/A	SDGI Holdings, Inc.	Prisco, John R.	
	Disposable Tip Cover for a Tonometry Apparatus	US	11/144,159	6/3/05	Projected pub. Date 12/07/2006	N/A	N/A	N/A	Medtronic Xomed, Inc.	Prisco, John R.; Henbrock, Joel A.; Bruce, John C.	

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FOREIGN PATENTS

* Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor	From GS List
O Instructive Display Improved Non-contact Tonometer Hand-Held Digital Refractometer	Australia	18336/95	30-Jan-95		680,354	13-Nov-97	30-Jan-15	Leica	Grolman	From GS List
A Refractometer	Australia	US01067	28-May-01	Design Patent	AU683142	20-Aug-01	31-May-16	Leica	Grolman	From GS List
A Refractometer Signal Processing for optical image sensor	Austria	MU 2070/2001	28-Mar-00	Design Patent	45806	28-Feb-01	28-Feb-11			From GS List
O Tonometer Air Pulse Generator	Canada	2000-0823	25-Oct-85		91631	22-May-90		Cambridge	Michalik	
O Brake Check Handheld Refractometer	Canada	493,651	02-Jun-97		1,269,445	28-Jan-03	02-Jun-17	Leica	Luce Cotton Sabin Ryan	
A Refractometer	Canada	PCT/US1997/009136	21-Jul-98		2,256,759	23-Dec-03	21-Jul-18	Reichert	Luce Krstanovic	
O Optical Alignment System Non-contact Tonometer	Canada	US 1998/015084			2,260,018	22-Dec-92		Cambridge	Luce Krstanovic	
O Instructive Display Ophthalmic Refractor Having Retrofittable Readout Illumination Alignment system for hand-held ophthalmic device	Canada	188,812	04-Apr-03		CA11311608	22-Dec-92		Leica	Luce Krstanovic	
O Tonometer Calibration Tool Hand-held non-contact tonometer	Canada	08/199,703	11-Apr-03	WO2003/088807	CA2149051	25-Dec-02	18-Apr-12	Reichert	Luce	From GS List
	China	SIN 2,482,000	18-Apr-02	Design Patent	CA2150830	25-Dec-02	18-Apr-12	Reichert	Luce	From GS List
		SIN 2,424,490			CA2406474			Reichert	Hoover Biggins Hynes Miller	

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FOREIGN PATENTS

	Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor
A	Hand-Held Digital Refractometer	China	00305009-2	24-May-01	Design Patent	01309833.0	17-Apr-02	24-May-11		From GS List
A	Refractometer Alignment System for an Ophthalmic Instrument	China	02150256.0	31-Mar-00	Design Patent	ZL00305009.2	14-Oct-00	31-Mar-10		From GS List
O	Brake Check Handheld Refractometer	China	00805768	06-Nov-02						From GS List
A	Brake Check Handheld Refractometer	China	98809747.8	28-Jan-00						From GS List
A	Hand-held automatic refractometer	China	PCT/US02/12807 S/N 02808902.2	23-Apr-02					Reichert	From GS List
O	Hand-held non-contact tonometer	China	02822091.9	31-Oct-02						From GS List
O	Non-Contact Tonometry Method	China	09/553111	20-Apr-00					Leica	From GS List
O	Non-Contact Tonometry Method Refractometer and Method for Qualitative and Quantitative Measurements	China	99803956.X	20-Apr-01						From GS List
A	Method for Eliminating Error in Tonometric Measurements	China	PCT/US03/20152	12-Nov-99						From GS List
O	Method for Eliminating Error in Tonometric Measurements	China	PCT/US2003/020152 s/n 03815604.0							
A	Hand-Held Digital Refractometer	Denmark		30-May-01	Design Patent	MR 2001 00910	14-Sep-01	30-May-16		From GS List

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FOREIGN PATENTS

	Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	inventor
*	Hand-held non-contact tonometer Method for determining shadowline location on a photosensitive array, and critical angle refractometer employing the method	EP	1101473.5	24-Jan-01		1,121,895	11-Aug-04	24-Jan-21	Reichert	Grolman
A		EP	02 100 152.4	19-Feb-02		EP 1236993	12/15/2004	19-Feb-22	Reichert	Bleyle Snyder letter 6/14/04
A	Transmitted Light Refractometer Alignment Guidance System	EP	121,744	05-Oct-00	02-May-01	EP1096247	15-Sep-04	05-Oct-20	Reichert	Byrne Ryan Bleyle Sharma Atkinson Cash
O	Brake Check Handheld Refractometer	EP	4002266.7	24-Jan-01		EP1419729	30-Mar-05	24-Jan-21	Reichert	Grolman
A	Brake Check Handheld Refractometer	EP	00915706.6	28-Jan-00					Reichert	From GS List
A	Hand-held automatic refractometer	EP	98936952.5	21-Jul-98					Reichert	From GS List
A	Non-Contact Tonometry Method Refractometer and Method for Qualitative and Quantitative Measurements Alignment System for an Ophthalmic Instrument	EP	02725782.3	23-Apr-02					Reichert	From GS List
O	Hand-held non-contact tonometer	EP	01109114.7	12-Apr-01	EP 1147738 A1				Leica	Luce
A	Quantitative Measurements Alignment System for an Ophthalmic Instrument	EP	99957564.0	12-Nov-99					Reichert	From GS List
O	Hand-held non-contact tonometer	Europe	02102467.4	21-Oct-02	EP1308125	EP1308125	07-Sep-05		Reichert	Percival Hoover From GS List
O	Hand-held non-contact tonometer	Europe	04002266.7	24-Jan-01					Reichert	From GS List

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FOREIGN PATENTS

* Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor
O Ophthalmic Refractor Having Retrofittable Readout Illumination	Europe	02102439.3	11-Oct-02					Reichert	From GS List
A Refractometer Hand-held non-contact tonometer	Germany		07-Apr-00	Design Patent 40003818.8				Reichert	From GS List
O Hand held Non-contact Tonometer for use with ophthalmic instrument, detects alignment status of ophthalmic instrument with respect to patient's eye, based on which alignment clues are displayed on heads-up display	Germany	DE20031015262	05-May-04	Design Patent 40202953.4	DE10315262	13-Nov-03		Reichert	Per Snyder 11/15/04 e-mail
A Hand-held automatic refractometer	Germany								From GS List
O Hand-held non-contact tonometer and method for differential refractive index measurements	Germany	10297414.4							From GS List
A Refractometer Hand-Held Digital Refractometer	India	10392315.2	06-Mar-03						From GS List
A Hand-held automatic refractometer	India	182025	04-Apr-00	Design Patent 182025		04-Apr-00	04-Apr-15		From GS List
A Refractometer	Italy		16-May-01	Design Patent 185569		12-Nov-01	16-May-16		From GS List
A Refractometer	Japan	2000-10170	19-Apr-00	Design Patent 1094998		20-Oct-00	20-Oct-15		From GS List

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FOREIGN PATENTS

* Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor
Hand-held non-contact tonometer	Japan	PCT/US02/34842	05-Aug-89	Design Patent	1,171,523	28-Feb-03	28-Feb-18		
Optical Alignment System	Japan	S/N 2003-541457	13-Oct-95		2,649,088	16-May-97	05-Aug-09		From GS List
Joystick Override Control	Japan	8-514592	13-Oct-95		3,034,049	18-Feb-00	13-Oct-15		From GS List
Joystick Automatic Optometer	Japan	8-514593			3150979	19-Jan-01	13-Oct-15		From GS List
Evaluation Method Using Data Over a Wide Range of Focusing Positions	Japan	2000-11187	20-Jan-00		3,270,751	18-Jan-02	20-Jan-20		From GS List
Ophthalmic Instrument Having Self-Calibrating Optical System Method and apparatus for sensing binding interactions between an analyte and a binding layer	Japan	2000-11530	20-Jan-00		3,328,624	12-Jul-02	20-Jan-20		From GS List
Hand-Held Digital Refractometer Alignment System for Portable Ophthalmic Instrument	Japan	2000-582784	12-Nov-99		3,537,767	26-Mar-04	12-Nov-19	Reichert	Ryan Byrne
Alignment System for an Ophthalmic Instrument	Japan	2001-16633	07-Jun-01	Design Patent	D1130089	02-Jan-01	02-Nov-16		From GS List
Instrument Brake Check Handheld Refractometer	Japan	2003-101679	30-Oct-02		JP2004-33744			Reichert	Beverly
	Japan	2002-316020	28-Jan-00						From GS List
	Japan	2000-596353							From GS List

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FOREIGN PATENTS

	* Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor
A	Device for reproducible positioning of optical surfaces	Japan	2001-275163	11-Sep-01						From GS List
A	Hand-held automatic refractometer	Japan	PCT/US02/12807 S/N 2002-585918	23-Apr-02						
O	Hand-held non-contact tonometer	Japan	PCT/US02/34842 s/n 2003-541457	31-Oct-02						
O	Hand-held non-contact tonometer	Japan	2001-030362	27-Feb-01						From GS List
O	Non-Contact Tonometry Method	Japan	2001 122048	20-Apr-01	2001 289701 30 Oct 01				Leica	Luce
A	Optical configuration and method for differential refractive index measurements	Japan	PCT/US03/06878, S/N 2003-575085						Reichert	
O	Tonometer Calibration Tool	Japan	PCT/US03/11032 SN 2003-585562	25-Oct-00						
A	Transmitted Light Refractometer	Japan	2000-325551							From GS List
O	Method for Eliminating Error in Tonometric Measurements	Japan	PCT/US2003/020152 s/n 2004-517869	26-May-01						
A	Hand-Held Digital Refractometer	Korea	2001-14085		Design Patent	306555	30-Aug-02	30-Aug-17		From GS List
A	Brake Check Handheld Refractometer	Korea	10-2001-7009588	28-Jul-01			29-Jul-04	28-Jan-20	Reichert	Cotton Sabin Ryan

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FOREIGN PATENTS

* Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor
O Hand-held non-contact tonometer	Korea	PCT/US02/34842 S/N 2004-7006868	31-Oct-02	06-May-04					
O Method for Eliminating Error in Tonometric Measurements	Korea	PCT/US03/020152, S/N 2004-7021689							
A Hand-Held Digital Refractometer	Mexico	Pat/2001/00063	01-Jun-01	Design Patent	16106	15-Mar-04	01-Jun-16		From GS List
O Contrast Sensitivity Tester	Mexico	9452220	08-Jul-94		185.632	15-Aug-97	08-Jul-14		From GS List
O Instructive Display Improved Non-Contact Tonometer	Mexico	953963	30-Jan-95		188.082	19-Feb-98	30-Jan-15		From GS List
O Joystick Joystick Override Control	Mexico	953166	21-Jul-95		189094	11-Jun-98	30-Jan-15		From GS List
O Brake Check Handheld Refractometer Brake Check Handheld Refractometer and Method for Qualitative and Quantitative Measurements	Mexico	972287	13-Oct-95		197475	13-Jul-00	13-Oct-15		From GS List
A Handheld Refractometer	Mexico	972964	13-Oct-95		199.354	31-Oct-00	13-Oct-15		From GS List
A Handheld Refractometer	Mexico	2001/007707 PCT/US00/02304	28-Jan-00	WO00/45150				Leica	Colton Sabin Ryan
A Hand-Held Digital Refractometer	Mexico	2000/001148	21-Jul-98						From GS List
A Refractometer and Method for Qualitative and Quantitative Measurements	PCT	DM/055997	May-01	Design Patent	DM/055997	15-May-01	15-May-26		From GS List
A Brake Check Handheld Refractometer	PCT	US26981			WO0029830			Leica	Ryan Byrne
A Handheld Automatic Refractometer	PCT	US02304			WO0045150	03-Aug-00		Leica	Ryan Sabin Colton
A Refractometer	PCT	US12807			WO02088663	07-Nov-02		Leica	Bleye Sharma

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FOREIGN PATENTS

* Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor
Optical configuration and method for differential refractive index measurements	PCT	US06878			WO03076911	18-Sep-03			Atkinson Ryan Byrne Sharma
Tonometer	PCT	US11032			WO03088807			Reichert	Luce
Calibration Tool Method and Apparatus for Determining the Optical Properties of a Lens	PCT	PCT/EP93/00506	05-Mar-93		WO9318386	16-Sep-93		Leica	Luce Percival
Improved Non-contact Tonometer	PCT	US01067			WO9520342			Leica	Grolman
Joystick Joystick Override Control	PCT	PCT/US95/12699	13-Oct-95		WO9613197	09-May-96		Leica	Luce Zelvin
Brake Check Handheld Refractometer	PCT	US12698			WO9613200			Leica	Luce Miller
Hand-held non-contact tonometer Method and Apparatus for Measuring Biomechanical Characteristics of Corneal Tissue	PCT	US15084			WO9906818	11-Feb-99		Leica	Ryan Sabin Cotton
Method for Eliminating Error in Tonometric Measurements	PCT	PCT/US2004/000735	10-Mar-04						
Hand-Held Digital Refractometer	Portugal	30355	26-Jun-03	WO2004/002363	30355	22-Mar-02	01-Jun-26	Reichert	Luce
Brake Check Handheld Refractometer	Singapore	PCT/US98/15084	01-Jun-01	Design Patent	70,832	21-Jul-98		Leica	Cotton Sabin Ryan

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FOREIGN PATENTS

*	Title	Country	Appl No.	Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor
A	Brake Check Handheld Refractometer	Singapore	200104567-3	28-Jan-00		82,468	30-Sep-03	28-Jan-20	Reichert	Cotton Sabin Ryan
A	Hand-Held Digital Refractometer Method for determining shadowline location on a photosensitive array, and critical angle refractometer employing the method	Sweden		16-May-01	Design Patent	68604	03-Apr-02	16-May-26		From GS List
A	Hand held Non-contact Tonometer	Sweden			based on EP 1236993 Per Snyder 11/15/04 e-mail	1,121,895				GS Itr 2/8/05
A	Refractometer Hand-Held Digital Refractometer	UK	2092053	07-Apr-00	Design Patent	2092053	06-Dec-00	27-Oct-24	Reichert	From GS List
A	Ophthalmic instrument with alignment system	UK	2101905	18-May-01	Design Patent	2101905	06-Jun-01	07-Dec-25		From GS List
O	alignment system	UK	307732.8	37714		2,390,895	04-Aug-04	03-Apr-23	Reichert	Beverly
O	Hand-held non-contact tonometer	UK	PCT/US02/34842 S/N 0408534.5	31-Oct-02		2,399,410	20-Jul-05	31-Oct-22	Reichert	Percival Hoover Luce
A	Optical configuration and method for differential refractive index measurements	UK	PCT/US03/06878	06-Mar-03	SN 0418507.0 8/18/04	2,404,248	24-Aug-05	06-Mar-23	Reichert	Atkinson Ryan Sharma Byrne
O	Hand-held non-contact tonometer Alignment system for hand-held	UK		05-Apr-02	Design Patent	3,002,775	11-Jun-02	05-Apr-27		Hodgson Russ Itr 9/2/04 From GS List
O	ophthalmic device Hand-held automatic	UK	S/N 0307732.8							
A	refractometer	UK								From GS List

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FOREIGN PATENTS

Filing Date	Publication No./Date	Patent No	Issue Date	Expiration Date	Recorded Owner	Inventor
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30-Sep-04

Appli No.

PCT/US03/011032
SN 0421783.2

Country

UK

Title

Tonometer
O Calibration Tool

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TRADEMARKS

Trademark	Reg No	SIN	Country	Reg Date	Goods	Expiration Date	Owner	Comments
Reichert	2,069,419		US	10-Jun-97	Ophthalmic diagnostic apparatus	10-Jun-07	Reichert	
Phoropter	150,787		US	10-Jan-22	Eye testing instruments	??	Reichert	assigned 1/28/03
Refractor	430,544	651,688	Canada	22-Jul-94	Ophthalmic instruments	22-Jul-09	Reichert	
Configuration of Refracting Instrument	1,577,350		US	16-Jan-90	Ophthalmic Instruments	??	Reichert	assigned 1/28/03 On all 8 Phoroptors
XCEL	1,858,478		US	18-Oct-94	Electrical and scientific apparatus		Reichert	assigned 1/28/03
LEICA	1,573,006		US		Slit Lamps		Reichert	
LEICA	1,744,339		US		Slit Lamps		Reichert	DROP
LENSCHEK	1,949,235	74/649,318	US	16-Jan-96	Devices for measurement of optical parameters of ophthalmic lenses	??	Reichert	assigned 1/28/03
LENSOMETER	510,823	71/509,685	US	14-Jun-49	Lens testing instruments	??	Reichert	assigned 1/28/03
PROJECT-O-CHART	359,235	71/403,891	US	09-Aug-38	Apparatus for use in testing eyes	??	Reichert	assigned 1/28/03
C TEST	2,128,306	75/136,813	US	13-Jan-98	Ophthalmic instruments	??	Reichert	assigned 1/28/03
QUEBEC	765,063			2/18/1964	Scientific apparatus known as colony counters	2/18/2014	Reichert	
SPENCER		78/406,313	US	22-Apr-04	Microscopes		Reichert	
Phoreptor	TMDA 032247	111,153	Canada	28-Jan-03	Eye testing instruments for testing the refracting media and motor muscles of the eye		Reichert	assigned 1/28/03
BIOSINE		Ap 1048033	Canada		Electrical and scientific apparatus; analytical equipment for qualitative and quantitative analysis of biologically active substances		Leica	Abandoned 3/24/03
BRAKE-CHEK	2,274,849	75,303,660	US	31-Aug-99	Refractometers		Reichert	

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TRADEMARKS

Trademark	Reg No	SIN	Country	Reg Date	Goods	Expiration Date	Owner	Comments
UNISTAT	1,132,622	73,186,897	US	08-Apr-80	Laboratory instruments for the diagnostic testing of blood and serum		Reichert	
DUO-CHEK	928,279	72,392,377	US	01-Feb-72	Refractometers		Reichert	
GOLDBERG	808,088	72,227,912	US	10-May-66	Refractometers		Reichert	
HB-METER	613,096	71,664,911	US	27-Sep-55	Devices used in measuring, testing or inspecting hemoglobin content of blood		Reichert	Do not renew
ORTHO-RATER	399,961	71,453,591	US	09-Feb-43	Apparatus for testing, exercising and training the eyes		Leica	
CLEARCHART	1837812	78/538,425	US	31-May-94			Reichert	
OCU-FILM		74/434273	US				Xomed	Registered
OCU-SHIELD		78/676202	US				Xomed	Pending
TONO-PEN	1844281	74/433637	US	12-Jul-94			Xomed	Registered
TONO-PEN AND DESIGN	2932700	78/188508	US	15-Mar-2005			Xomed	Registered
TONO-PEN AVIA		78/573107	US				Xomed	Published
TONO-PEN AVIA		78/612433	US				Xomed	Published
POWERCEL		78/500266	US				Xomed	Suspended
TONO-PEN VET		1066602	AU				Xomed	Published
OCU-SHIELD		1267050	CA				Xomed	Pending
OCU-SHIELD		004572491	EU				Xomed	Pending
OCU-SHIELD		68242/2005	JP				Xomed	Pending
TONO-PEN		1047945	AU	30-Nov-2005			Xomed	Registered
TONO-PEN		1252797	CA				Xomed	Pending
TONO-PEN		004379723	EU				Xomed	Published
TONO-PEN	4907858	25713/2005	JP	11-Nov-2005			Xomed	Registered
TONO-PEN AVIA		1050463	AU				Xomed	Published
TONO-PEN AVIA		1254283	CA				Xomed	Pending
TONO-PEN AVIA		004402285	EU				Xomed	Published
TONO-PEN AVIA	7889781	31762/2005	JP	7-Oct-2005			Xomed	Registered

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Trademark	Reg No	SIN	Country	Reg Date	Goods	Expiration Date	Owner	Comments
TONO-PEN AVIA POWERCEL		1071881	AU				Xomed	Published
TONO-PEN AVIA POWERCEL		1270778	CA				Xomed	Pending
TONO-PEN AVIA POWERCEL		004616801	EU				Xomed	Pending
TONO-PEN AVIA POWERCEL		83786/2005	JP				Xomed	Pending
TONTO-PEN VET		1049549	AU				Xomed	Pending
TONO-PEN VET		1253688	CA				Xomed	Pending
TONO-PEN VET		004385597	EU				Xomed	Published
TONO-PEN VET	4884142	29830/2005	JP	29-Jul-2005			Xomed	Registered

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