FÓRM PTO-1595 02-10-1999 (Rev: 6-93) 02.10-1999 OMB No. 0651-0011 (exp. 4/94) 100962194 Tab settings ⇒ ⇒ ⇒ ▼ 100962194 To the Honorable Commits 1780emarks	OVER NLY Please record the attached original docume/monocopy thereofy 9:
1. Name of conveying party(les): Tom Orr Additional name(s) of conveying party(les) attached? 그 Yes 원 No	2. Name and address of receiving party(iqs)/FINALOE Name: <u>Serengeti_Eyewear</u> , <u>Inc.</u> internal Address: <u>8125_25th_Court_Street_East</u>
3. Nature of conveyance: 9-35-98 Image: Ima	Sarasota, Florida 34243 Street Address:
Security Agreement Change of Name Other August 28, 1998	City: State: ZIP:
4. Application number(s) or patent number(s);	Additional name(s) & address(es) attached? 🗅 Yes 🖉 No
A. Patent Application No.(s) Additional numbers	B. Patent No.(8) 5,265,736, Series F
5 Name and address of party to whom correspondence	
5. Name and address of party to whom correspondence concerning document should be mailed: Name:	6. Total number of applications and patents involved:
concerning document should be mailed:	6. Total number of applications and patents involved:
concerning document should be mailed: Name:	6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41)\$40.00 © Enclosed
concerning document should be malled: Name:	 6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41)\$40,00 ② Enclosed ③ Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)
concerning document should be malled: Name:	 6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41)\$40,00 ② Enclosed ③ Authorized to be charged to deposit account 8. Deposit account number:

ASSIGNMENT OF PATENTS

Assignment made this, T day of September, 1998 by Tom Orr, an individual residing at 1300 Gulfview Woods Lane, Tarpon Springs, Florida 34689 (hereinafter referred to as ASSIGNOR) to SERENGETI EYEWEAR, INC., a corporation organized under the laws of the State of New York, with its principal place of business at 8125 25th Court Street East, Sarasota, Florida 34243 (hereinafter referred to as ASSIGNEE).

WITNESSETH:

WHEREAS, ASSIGNOR owns a certain patent number 5,265,736 set forth in Exhibit A hereto and all divisions, continuations, continuations in part and reissues thereof (hereinafter referred to as the "Display Patent") and ASSIGNEE desires to obtain from ASSIGNOR an assignment of the Display Patent.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between ASSIGNOR and ASSIGNEE as follows:

 ASSIGNOR sells, assigns, transfers and sets over unto ASSIGNEE the ASSIGNOR'S entire right, title and interest in and to F:\clients\2778-Serengeti\000\DOCS\assignment-patents.002.wpd Display Patent and the right to foreign counterparts to the Display Patent, and the right to recover damages and/or profits from third parties which hereafter may arise from infringement of the Display Patent.

2. Upon request, ASSIGNOR further agrees to execute such additional documents as may be required to effect the foregoing and for recordal purposes in connection with the transfer of ownership hereunder.

3. ASSIGNOR represents and warrants that he is the sole owner of the Display Patent and all divisions, continuations, continuations in part and reissues thereof and has not transferred, assigned, or sold any rights in connection therewith to any other party or person, including but not limited to Eyewear Management, Inc. and Chameleon Displays.

4. Simultaneous with the execution of this Assignment, ASSIGNOR will deliver to ASSIGNEE all dies and tools utilized in the manufacture of the invention which is the subject of the Display Patent.

5. As consideration for this Assignment, ASSIGNEE shall pay

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PATENT REEL: 9737 FRAME: 0941

ASSIGNOR, as follows: (a) \$25,000 upon the execution by ASSIGNOR of this Assignment; (b) a five-year warrant to purchase 25,000 shares of common stock of ASSIGNEE, exercisable at a purchase price of \$3.50 per share, to be delivered upon execution by ASSIGNOR of this Assignment, the exercisability thereof to be subject to the completion of all necessary corporate formalities relating to the issuance of the underlying shares (including any shareholder approval authorizing the issuance thereof).

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment of Patent Agreement to be signed this Assignment of September, 1998.



IN WITNESS WHEREOF, ASSIGNEE accepts this Assignment of Patent signed this <u>18</u> day of September, 1998.

SERENGETI EYEWEAR, INC.

RECORDED: 10/05/1998