

06-17-1999



101068346

OMB No. 0651-0011 (exp. 4/94)

To the Honorable Commissioner of Patent and Trademarks:
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Frigitronics of Conn., Inc.

Additional name(s) of conveying party(ies) attached:
☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Frigi Acquisition, Inc.

Internal Address: _____

Street Address: 6140 Stoneridge Mall Road,
Suite 590

City: Pleasanton State: California Zip: 94588

Additional name(s) & address(es) attached: ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger

☐ Security/Agreement ☐ Change of Name

☒ Other Asset Purchase Agreement

Execution Date: March 14, 1990

4. Application number(s): 07/270,744 (now U.S. Patent No. 5,108,390) - Filed:

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Raymond J. Lillie, Esq.

Internal Address: Carella, Byrne, Bain, Gilfillan, Cecchi, Stewart & Olstein

Street Address: 6 Becker Farm Road

City: Roseland State: New Jersey Zip: 07068

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)....\$40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

03-0678

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Raymond J. Lillie, Esq.

Name of Person Signing

Signature

June 11, 1999

Date

Total number of pages including cover sheet, attachments, and document: 106

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 010018 FRAME: 0507

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PAT

03-03-1999



100977059

OMB No. 0651-0011 (exp. 4/94)

To the Honorable Commissioner of Patents and Trademarks.
Please record the attached original documents or copy thereof.

2-26-99

1. Name of conveying party(ies):
Frigitronics of Conn., Inc.

Additional name(s) of conveying party(ies) attached:
☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Frigi Acquisition, Inc.

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Additional name(s) & address(es) attached: ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger

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(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Raymond J. Lillie, Esq.

Name of Person Signing

Signature

February 25, 1999

Date

Total number of pages including cover sheet, attachments, and document: 105

Mail documents to be recorded with required cover sheet information to:
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Washington, D.C. 20231

PATENT

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03/02/1999 JMW/KJMS 00000072 07270744 40.00 01 FC:581

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of March 14, 1990, among FRIGI ACQUISITION, INC., a Delaware corporation ("Frigi Buyer"), TCC SUBSIDIARY NUMBER 11, INC., a Delaware corporation ("Newlensco Buyer"), THE COOPER COMPANIES, INC., a Delaware corporation (collectively with its subsidiaries, "Cooper" and, together with Frigi Buyer and Newlensco Buyer, "Buyers"), FRIGITRONICS OF CONN., INC., a Delaware corporation ("Frigi"), and STAAR SURGICAL COMPANY, a Delaware corporation ("STAAR" and, together with Frigi, "Sellers"),

W I T N E S S E T H:

Whereas Frigi is engaged in the business of designing, manufacturing, marketing and selling (i) cryosurgery, phaco emulsification, irrigation-aspiration and optical instruments, as well as accessories thereto and disposables therefor, and (ii) sterile surgical procedures pack products for use in phaco emulsification, irrigation-aspiration (the "Surgical Packs"), and is the owner of the assets and liabilities related thereto described more specifically (other than with respect to the Surgical Packs) in section 2.6 of the Disclosure Document (as defined in Article II) and Section 1.2 of this Agreement, respectively (such business, assets and liabilities (other than the

Whereas Cooper holds that certain 9% Subordinated Convertible Debenture due March 14, 1991 of STAAR in the principal amount of \$7,000,000 (the "Debenture"); and

Whereas Cooper and Sellers have agreed that upon the delivery by Cooper of a portion of the Debenture to Frigi and the surrender to STAAR of the remaining portion of the Debenture (less that portion of the Debenture which will be deposited into escrow pursuant to Section 1.1(f) hereof in connection with the STAAR Newlensco Position, and less that portion of the Debenture allocated to the Glaucoma Option exercise price pursuant to Section 1.1(e) hereof) for cancellation, Sellers shall transfer or cause to be transferred to Frigi Buyer the Frigi Business and the agreement described in Section 1.4(ii) (the "Lease Agreement"), Frigi shall grant to Frigi Buyer a fully paid, royalty free, worldwide, non-exclusive license to manufacture, have manufactured, distribute, market and sell the Surgical Packs (the "Surgical Packs License"), STAAR shall deposit or cause to be deposited into escrow pursuant to Section 1.1(f) the STAAR Newlensco Position, and STAAR shall transfer or cause to be transferred to Cooper an option to purchase the STAAR Glaucoma Business (the "Glaucoma Option") and, pursuant to the agreements and financing statements described in Section 1.4(vii) hereof which are being executed simultaneously with the closing hereunder (collectively, the "STAAR Business

principal amount due Bank of New York Commercial Corporation by Frigi under the Revolving Credit Note dated July 24, 1987 (the "Note") on the date Frigi was released in full therefrom or (ii) the amount actually paid on such date to Bank of New York Commercial Corporation to obtain such release (the "Frigi Purchase" and the "Frigi Purchase Price").

(b) Provided that no event shall have occurred (and not have been waived by Buyers or Sellers, as appropriate) that would result in a failure to satisfy any of the applicable conditions set forth in this Agreement, STAAR hereby agrees to enter into the STAAR Business Agreements with Cooper, and Cooper hereby agrees to enter into the STAAR Business Agreements with STAAR, for \$4,700,000 (four million ¹⁰² seven hundred thousand dollars) principal amount of the Debenture (the "STAAR Purchase Price"). ^{→ C56}

(c) The Frigi Purchase Price and the STAAR Purchase Price shall be deliverable on the Closing Date (as defined in Section 1.3 hereof).

(d) STAAR hereby agrees to cause Frigi to, and Frigi shall, grant to Frigi Buyer at the Closing, and in consideration therefor, a lease on and option to purchase the Frigi real property located at 770 River Road, City of Shelton, Connecticut (the "Frigi Real Property"), as more

the "Frigi Purchase" and the "Glaucoma Purchase" being known as the "Purchases"), as more specifically provided in the form of escrow agreement attached hereto as Exhibit 1.1(f)(c) (the "Newlensco Escrow Agreement," and the effective date of the Newlensco Purchase being known as the "Newlensco Purchase Date").

(g) Cooper hereby agrees to grant to STAAR, simultaneous with the Closing and in consideration therefor, an option to purchase 690,078 shares of STAAR common stock presently held by Cooper at a cash exercise price of \$10,000, as more specifically provided in the form of option agreement attached hereto as Exhibit 1.1(g) (the "Stock Option Agreement").

(h) Cooper will prepay \$912,000, comprised of \$700,000 of Debenture and \$212,000 of interest accrued from the Debenture, for inventory pursuant to certain of the STAAR Business Agreements.

Section 1.2 Liabilities Assumed and Not Assumed.
All debts, obligations, contracts and liabilities of either Seller not assumed by any Buyer pursuant to this Section 1.2 shall remain the sole responsibility of Sellers. Sellers shall in accordance with Section 10.7 jointly and severally indemnify and save each Buyer and its affiliates harmless from and against any and all claims, liabilities, expenses or

"Glaucoma Closing" and the "Glaucoma Closing Date") or (B) (other than as to product liability claims) the operation of the STAAR Glaucoma Business. Nothing herein contained shall relieve either Seller of any liability for any breach of any representation or warranty contained in this Agreement or the other Closing Date Agreements. Neither the Frigi Purchase and the entering into of the Lease Agreement or the Surgical Packs License Agreement by Frigi Buyer, the Newlensco Purchase and the entering into of the Newlensco Escrow Agreement and the Newlensco Offer Agreements by Newlensco Buyer and the entering into of the STAAR Business Agreements by Cooper (collectively, the "Closing Date Purchases"), nor the Glaucoma Purchase, shall include an assumption by any Buyer of any obligations or liabilities of either Seller, whether accrued, contingent or other, excepting, as of the Closing Date or, with respect to the Glaucoma Purchase, the Glaucoma Closing Date, the following obligations and liabilities of Sellers which such Buyer agrees to pay, perform and discharge when due, subject to any defenses or rights which such Buyer may now or hereafter have with respect thereto (the parties acknowledging that the foregoing does not confer any third party benefits with respect to such liabilities or obligations):

(a) Unless otherwise expressly provided herein or in the Disclosure Document, Frigi Buyer agrees to assume at Closing all contracts,

Cooper, at a single closing (the "Closing") at a date and time designated by Buyers, which date and time shall be within ten (10) days after the satisfaction of the conditions to closing contained in this Agreement (the "Closing Date"); provided, however, that the Closing shall be not later than 10 A.M. San Francisco time, on March 16, 1990 or on such other date or time as the parties hereto may mutually agree. The Closing shall take place at the San Jose office of Buyers' counsel.

Section 1.4 Instruments of Transfer, etc. At the Closing (except as otherwise noted), Sellers at Sellers' expense shall: (i) transfer and deliver the Frigi Business to Frigi Buyer, the STAAR Newlensco Position to the escrow agent under the Newlensco Escrow Agreement (the "Newlensco Escrow Agent") and, at the Glaucoma Closing, the STAAR Glaucoma Business, to Cooper; (ii) execute and deliver to Frigi Buyer the Lease Agreement and the Surgical Packs License Agreement; (iii) deliver to Newlensco Buyer the Newlensco Escrow Agreement and to Cooper the Glaucoma Option Agreement; (iv) execute and deliver (but, with respect to the STAAR Glaucoma Business, only at the Glaucoma Closing) to Buyers or, with respect to the STAAR Newlensco Position, the Newlensco Escrow Agent, all such bills of sale, assignments or other instruments of conveyance and transfer (including, with respect to the bank accounts set forth in section 2.6(m) of the Disclosure Document, written instructions to such

thereto; and (viii) execute and deliver to Buyers the Indemnity Escrow Agreement.

Section 1.5 Corporate Records. Sellers shall not be required to deliver corporate records or other documents which it is legally necessary or desirable for Sellers to retain in their respective possession but shall, before and after the Closing Date, at the request of any Buyer, permit such Buyer to examine and make copies thereof for reasonable purposes, subject to the confidentiality requirements of Section 6.2 hereof. After the Closing Date (or, with respect to the STAAR Glaucoma Business, the Glaucoma Closing Date), Buyers shall, at the request of either Seller, permit such Seller to examine and make copies for reasonable purposes of such corporate records or other documents transferred hereunder to Buyers or, with respect to the STAAR Newlensco Position, the Newlensco Escrow Agent, on the Closing Date (or Glaucoma Closing Date) as such Seller may deem necessary, subject to the confidentiality requirements of Section 6.2 hereof (excluding exception (i) thereto) which would be applicable to such Seller if it were a Buyer.

Section 1.6 Allocation of Purchase Price. The parties agree that the respective Purchase Prices shall be allocated among the assets as set forth in Annex I hereto to the extent provided therein.

Buyers: (i) to collect in the name of such Seller for the account of Buyers all receivables (other than STAAR Glaucoma Business receivables arising prior to the Glaucoma Closing Date) and other items to be sold and transferred to any Buyer as provided herein; (ii) to institute and prosecute, in the name of such Seller or otherwise, all proceedings which any Buyer may deem necessary or desirable in order to collect, assert or enforce any claim, right or title of any kind in or to the Frigi Business, the STAAR Newlensco Position or, if there shall have occurred the Glaucoma Closing, the STAAR Glaucoma Business; (iii) to defend and compromise any and all actions, suits or proceedings in respect of the Frigi Business, the STAAR Newlensco Position or, if there shall have occurred the Glaucoma Closing, the STAAR Glaucoma Business to the extent the liability therefor has been assumed by any Buyer hereunder; and (iv) to do all such acts and things in relation thereto as Buyers may deem advisable. The foregoing power is coupled with an interest and shall be irrevocable by such Seller or by its dissolution in any manner or for any reason. Buyers shall retain for their own accounts any amounts collected pursuant to the foregoing power, including any sums payable as interest in respect thereof, and Sellers shall pay

cease and desist from using in its corporate name or products, or otherwise, such name or any words, initials or expressions (including, without limitation, "Frigi") so closely resembling Frigitronics or the trade or service name of any asset being sold hereunder as to be likely to be confused therewith. Sellers shall execute such consents and other documents as any Buyer may reasonably request in order to enable such Buyer to use as it may desire Sellers' right, title and interest in any such word or name. Each Seller represents and warrants that, except as set forth in section 1.7(e) of the Disclosure Document, neither Seller has transferred any such word or name or any rights therein to any third party; and

(e) Sellers shall deliver to Buyers or the Newlensco Escrow Agent, as appropriate, all data, information and files relating to the regulatory and clinical affairs of the Frigi Business and Newlensco (and at the Glaucoma Closing, the STAAR Glaucoma Business) and shall disclose to Buyers or the Newlensco Escrow Agent, as appropriate, the name or names of all present personnel of either Seller who have devoted significant attention to the performance of clinical work in process as of the Closing (or, with respect to the STAAR Glaucoma

) that the rights and obligations of each Seller under such contracts shall be preserved and (y) for, and to facilitate, the collection of the moneys due and payable, and to become due and payable, to Sellers in and under every such contract and claim and in respect of every such claim and demand, and each Seller shall hold the same for the benefit of and shall pay the same over to such Buyer. The foregoing covenant shall survive indefinitely.

Section 1.9 Employees and Benefits.

(a) Affected Employees.

(i) The provisions of this Section 1.9 shall govern the employee benefit plans and arrangements that will apply to employees and officers of the Frigi Business who are on Frigi's payroll immediately prior to the Closing and who become employees of Frigi Buyer within two weeks after the Closing Date incident to the Frigi Purchase pursuant to Section 10.3 hereof (the "Affected Employees"). Section 1.9 of the Disclosure Document contains a list of all employees of the Frigi Business as of the date set forth therein.

(ii) Frigi Buyer and Cooper shall jointly and severally indemnify and hold Sellers and their affiliates harmless from and against all claims, expenses (including reasonable attorneys' fees), loss and liability arising

(iii) Sellers have paid into the STAAR Surgical & Frigitronics 401(k) Retirement Plan (the "401(k) Plan") all contributions required to be made by Sellers as of the Closing under the terms thereof with respect to (and have ensured that there has been paid into the 401(k) Plan all contributions made by) those Affected Employees with benefits thereunder, and Sellers shall amend the 401(k) Plan in accordance with section 401(k)(10) of the Internal Revenue Code of 1986, as amended, to provide for the full vesting of those benefits as soon as practicable after the Closing Date. Sellers agree that, upon any implementation by Frigi Buyer of a 401(k) plan for the benefit of the employees thereof, they will promptly transfer or cause to be transferred to such 401(k) plan upon Frigi Buyer's request all assets in the 401(k) Plan representing the Affected Employees' vested benefits.

(iv) Sellers shall pay into the 125 Cafeteria Plan, Medical and Dental Reimbursement Plan and Dependent Care Assistance Plan (the "Health Plans") all contributions required to be made by Sellers as of the Closing under the terms thereof with respect to (and shall ensure that there has been paid into the Health Plans all contributions made by) those Affected Employees with benefits thereunder, and Sellers agree that the Affected Employees shall be allowed to continue receiving benefits under their accounts in the

necessary to carry out the arrangements described in this Section 1.9.

(ii) Sellers and Frigi Buyer shall provide each other with such plan documents and descriptions, employee data or other information as may be reasonably required to carry out the arrangements described in this Section 1.9.

(iii) If any of the arrangements described in this Section 1.9 are determined by the Internal Revenue Service or other applicable governmental authority, or by a court of competent jurisdiction, to be prohibited by law, Sellers and Frigi Buyer shall modify such arrangements to as closely as possible retain the intent of the parties as reflected herein in a manner which is not prohibited by law.

ARTICLE II

Representations and Warranties of Sellers

Except as set forth in the referenced section number in the document entitled "Disclosure Document" (the "Disclosure Document"), dated the date hereof and delivered by Sellers to Buyers, Sellers hereby jointly and severally represent and warrant to each Buyer as follows:

deliver this Agreement and each other Closing Date Agreement to be executed thereby, and to carry out its obligations hereunder and thereunder. The execution and delivery by each Seller of each such Closing Date Agreement and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action, and each such Closing Date Agreement has been duly executed and delivered by each such Seller and constitutes a legal, valid and binding agreement thereof, enforceable in accordance with its terms.

Section 2.4 Compliance With Law. To the best of each Seller's knowledge, Frigi is in compliance: (i) with all OSHA and any comparable state agencies' requirements and Frigi has corrected all deficiencies, if any, noted in previous OSHA and any comparable state agencies' inspections made within the three years preceding the date hereof; and (ii) with all other laws, ordinances and regulations or other governmental restrictions, orders, judgments or decrees applicable to Frigi, except as to the foregoing where failure to comply or correct would not have a material adverse effect on the Frigi Business. To the best of each Seller's knowledge, there has not with respect to the Frigi Business been made any payment in the nature of a bribe within the three years preceding the date hereof to secure the business of any supplier or customer or to obtain any governmental action with respect thereto.

(b) Except as otherwise disclosed in this Agreement or the Disclosure Document, Frigi has title to all of the Frigi Assets, and all such Frigi Assets will be transferred to Frigi Buyer, free and clear of all liens, encumbrances or other charges, except for such liens, encumbrances or other charges as are described in section 2.6(b) of the Disclosure Document or which individually and in the aggregate do not materially prevent or limit the maintenance, use and operation of the Frigi Business in the ordinary course consistent with past practice.

(c) All of the property, plant and equipment of the Frigi Business with a value of over \$1,000 (other than the real property referred to in Section 2.6(g) hereof) to be transferred hereunder is described in section 2.6(c) of the Disclosure Document as of the date therein and is in good operating condition and in a state of reasonable maintenance and repair to the extent necessary for the operation of the Frigi Business in the ordinary course consistent with past practice.

(d) Section 2.6(d) of the Disclosure Document contains a complete list of all written or oral contracts, commitments and agreements in effect with respect to Frigi or the Frigi Business to which either Seller is a party or under which it is obligated or bound and which involve an obligation of more than \$1,000. Sellers have delivered to Frigi

(f) The dollar amount of inventory included in the Frigi Assets is set forth in section 2.6(f) of the Disclosure Document as of the date therein and consists of items of a quantity and quality usable or salable in the normal course, and sufficient for operation in the ordinary course consistent with past practice, of the Frigi Business.

(g) Section 2.6(g) of the Disclosure Document contains a list of all real property owned or leased by Frigi or, with respect to the Frigi Business, by STAAR (together with a legal description thereof). The buildings, plants and structures of Sellers, whether owned or leased, that are used in the operations of the Frigi Business are in operating condition and repair sufficient for use by the Frigi Business in the ordinary course consistent with past practice and do not violate in any material respect any restrictive covenant, ordinance, zoning or other regulation, or encroach upon any property not owned or leased by Frigi.

(h) Section 2.6(h) of the Disclosure Document contains a complete list of: (i) all United States and foreign patents and patent applications or licenses or other rights with respect thereto owned by Frigi or, with respect to the Frigi Business, by STAAR; (ii) all trademarks (federally registered or as to which such registration has been applied for) owned and used at any time within the three

ment, neither Seller has received any notice in writing of any claim that it has infringed, misused or misappropriated any patent, trademark, trade name, copyright, trade secret or know-how owned by any third party in the manufacture, use or sale of any Frigi Business product. Except as disclosed in section 2.6(h) of the Disclosure Document, all patents, trademarks, trade names, copyrights and written proprietary know-how and trade secrets used in the design, manufacture, processing, fabrication, advertising or sale with respect to current Frigi Business products, or in the development of new Frigi Business products, are: (i) owned by Frigi free and clear of any security interests, liens, encumbrances or other interests of any nature of any third party; (ii) the subject of appropriate license agreements pursuant to which Frigi has been granted the right to make such uses thereof; or (iii) in the case of written proprietary know-how and trade secrets, rightfully being used.

(i) The accounts and notes receivable included in the Frigi Assets are described in section 2.6(i) of the Disclosure Document and such description is true and complete as of the date stated therein. Except as shown in section 2.6(i) of the Disclosure Document, such accounts and notes receivable and the receivables arising after such date which have not been collected prior to the Closing Date are collectible in the book amounts thereof, after taking into account cash and trade discounts given in the ordinary course

of such violation would have a material adverse effect on the Frigi Business. No license, franchise, permit or other governmental authorization held by Frigi or, with respect to the Frigi Business, by STAAR will to the best of either Seller's knowledge after due inquiry be terminated or impaired as a result of the transactions contemplated by this Agreement where such termination or impairment would have a material adverse effect on the Frigi Business. Section 2.6(k) of the Disclosure Document also contains to the best of each Seller's knowledge a complete list of all regulatory permits issued by foreign jurisdictions and held by distributors of Frigi Business products which are required by such jurisdiction for the sale of such products therein.

(l) All other property of Frigi with a value of over \$1,000, tangible or intangible, including without limitation security interests or similar rights in the property of others, claims against third parties and choses in action, are listed in section 2.6(l) of the Disclosure Document.

(m) Section 2.6(m) of the Disclosure Document sets out a complete and correct list of the names of each bank, savings and loan, money market fund, and the like in which Frigi has an account, deposit, or safe deposit or lock box (i) located in the United States or (ii) as to which employees of either Seller have been authorized to have

agreement, lease, license or other instrument or obligation to which either Seller is a party or by which either Seller or any of its assets may be bound, except for such breaches, violations or defaults (or such rights of termination, material amendment, cancellation or acceleration) as to which requisite waivers or consents have been obtained (or the obtaining of which has been waived in writing by Buyers) or which, individually or in the aggregate, would not have a Material Adverse Effect, nor will the same result in the creation of any lien, charge or encumbrance upon any of the properties or assets of the Frigi Business, the Surgical Packs or the STAAR Business Interest, or (y) violate any order, writ, injunction, decree, statute, rule or regulation applicable to either Seller or any of its assets, which, in the case of either (iii)(x) or (iii)(y), individually or in the aggregate would have a Material Adverse Effect.

Section 2.8 Financial Statements; Absence of Adverse Change. Section 2.8 of the Disclosure Document sets forth financial statements of Frigi as of December 31, 1989 (the "December Financial Statements," the balance sheet of which shall be known as the "December Balance Sheet"). The December Financial Statements fairly present in all material respects the financial condition and results of operations of Frigi as of the date thereof and for the period then ended. There is no liability of Frigi which is not reflected on or

) (d) any adoption of, or material amendment to or change in, any collective bargaining, bonus, stock option, profit sharing, compensation, pension, welfare, retirement or similar agreement, plan, trust or fund (or any group of individual agreements, plans, trusts or funds which, when taken together, are for the benefit of any class of employees of Frigi) or any accrual of payments due to or funding under any such agreement, plan, trust or fund in excess of the amounts required or appropriate under the terms thereof as in effect as of December 31, 1989;

) (e) any labor trouble adversely affecting the Frigi Business;

(f) any indebtedness or other liability or obligation (whether absolute, accrued, contingent or otherwise) incurred, or other transaction or commitment (except those contemplated in this Agreement) engaged in or made, by Frigi, except those incurred in the ordinary course of the Frigi Business consistent with past practice;

(g) any change in any method of accounting or accounting practice by Frigi, except any change

Material Adverse Change. None of the material properties or assets of the Frigi Business has been condemned or otherwise taken by any public authority, and neither Seller has received written notice of any such threatened condemnation or taking.

Section 2.11 Accuracy of Information. No representation or warranty by either Seller contained in this Agreement or the Disclosure Document and no statement contained in any schedule, disclosure, certificate, list or other instrument, including any other Closing Date Agreement, delivered or to be delivered to any Buyer pursuant hereto or in connection with the transactions contemplated hereby or thereby, when taken together with all other such statements, contains or will on the Closing Date (or, with respect to the STAAR Glaucoma Business, the Glaucoma Closing Date) contain any untrue statement of a material fact or omits or will on the Closing Date (or, with respect to the STAAR Glaucoma Business, the Glaucoma Closing Date) omit to state any material fact necessary to make the statements contained herein or therein not misleading.

Section 2.12 Compliance With ERISA. The 401(k) Plan (and any related trust or other funding instrument) has been administered in all material respects in compliance with its terms and in both form and operation is in compliance in

withheld with respect to such periods have been paid or collected or withheld and remitted to the appropriate governmental agency, except where the failure so to do would not have a Material Adverse Effect. For all taxable periods, or portions thereof, ending on or prior to the Closing Date (or, with respect to the STAAR Glaucoma Business, the Glaucoma Closing Date), Sellers have timely and accurately filed or will in the future timely and accurately file all required tax returns, reports or statements, and all Taxes with respect to such periods will be timely paid, collected or withheld by Sellers. For all such periods, except in the absence of a Material Adverse Effect, (1) neither Seller has filed a consent under section 341(f) of the Internal Revenue Code of 1986 (the "Code") (or corresponding provisions of any applicable foreign, state or local law); (2) there is no pending action, proceeding, subpoena or investigation (other than audits in the ordinary course) for the assessment or collection of any taxes or proposed reassessment of any property owned or leased by either Seller; (3) there are no outstanding requests for a ruling (other than a determination letter request); and (4) neither Seller has knowledge of any facts (except for any actions contemplated by this Agreement) that if known to any taxing authority would result in additional tax liability.

(b) Sellers and Buyers shall cooperate fully, as and to the extent reasonably requested by the other party, in

owned or leased by Frigi, which is the subject of any applicable federal, state or private party environmental suit, proceeding or investigation. No release, disposal, emission, spill or discharge of any hazardous substance or waste or any other material regulated by any applicable federal, state or local statute or regulation has occurred at any time on, over, under or otherwise in connection with any of the real property owned, leased or occupied by Frigi during Frigi's possession of such premises or, to the best of either Seller's knowledge, by any other party. Frigi and Frigi's tenants conduct and have always conducted the handling, storage, treatment, use, transportation and disposal (on or off Frigi's premises) of any such hazardous substance, waste or other regulated material in conformity with all applicable laws, regulations, ordinances and directives of federal, state and local authorities and, without limitation, have prepared and maintained all records required thereunder. True and complete copies of all such records have been provided to or have been made available for inspection and copying by Frigi Buyer, including without limitation all manifests and other records prepared or maintained by or on behalf of either Seller relating to the handling, storage, treatment, retention, use, transportation and disposal (on or off Frigi's premises) of any such hazardous substance, or waste or regulated material.

without having submitted to and received approval of a pre-market notification from the FDA;

(e) Neither Seller has made available any device for investigation or research in humans other than for product design changes within the scope of present FDA approvals or according to FDA provisions for custom devices.

ARTICLE III

Representations and Warranties of STAAR

Except as set forth in the referenced section number in the document entitled Disclosure Document, dated the date hereof and delivered by Sellers to Buyers, STAAR hereby represents and warrants to Buyers as follows:

Section 3.1 Manufacturing Standards. No products manufactured by STAAR with respect to the STAAR Business Interest or the Surgical Packs have been or are now being manufactured in material violation of the United States Food and Drug Administration ("FDA") Good Manufacturing Practice regulations or materially contrary to STAAR's quality control procedures as in effect with respect to the STAAR Business at the time of such manufacture.

(c) Section 3.2(c) of the Disclosure Document contains a complete list of all written or oral contracts, commitments and agreements in effect with respect to the STAAR Glaucoma Business to which either Seller is party or under which either is obligated or bound and which involve an obligation of more than \$500. STAAR has delivered to Cooper true copies (or descriptions in the case of oral agreements) of all of the contracts, commitments and agreements described in section 3.2(c) of the Disclosure Document and, except as set forth therein: (i) such contracts, commitments and agreements are in full force and effect; (ii) no material default exists, or written notice alleging the same has been received, thereunder; (iii) no condition presently exists which would give any party thereto the right to terminate any of them, except that they may be terminable as a matter of law without cause or under a specific contractual provision permitting termination without cause; and (iv) there are no material agreements of the parties relating to such contracts, commitments and agreements which have not been disclosed in writing to Cooper. To Sellers' knowledge, there are no other contracts, commitments and agreements in effect to which a predecessor in interest to STAAR or prior affiliate thereof is a party and which are necessary for the operation in the ordinary course of the STAAR Glaucoma Business as heretofore conducted by STAAR that are not disclosed in this Agreement or the Disclosure Document.

foreign patents, patent applications, trademarks, applications for registration of trademarks, trade names and copyrights of third parties with respect to the STAAR Glaucoma Business in which either Seller has an interest either by written license, assignment or other agreement. Except as disclosed in section 3.2(e) of the Disclosure Document, there is: (i) no infringement existing or threatened in writing, misuse or misappropriation known to either Seller by others of any patent, trademark or trade name of either Seller with respect to the STAAR Glaucoma Business; and (ii) no claim pending or threatened in writing by either Seller against others for infringement, misuse or misappropriation, of any patent, trademark, trade name, copyright, trade secret or know-how with respect to the STAAR Glaucoma Business and owned by either Seller or in which either has a material interest. Except as disclosed in section 3.2(e) of the Disclosure Document, neither Seller has received notice in writing of any claim that it has infringed, misused or misappropriated any patent, trademark, trade name, copyright, trade secret or know-how owned by any third party in the manufacture, use or sale of any of the STAAR Glaucoma Business products. Except as disclosed in section 3.2(e) of the Disclosure Document, all patents, trademarks, trade names, copyrights and written proprietary know-how and trade secrets used in the design, manufacture, processing, fabrication, advertising or sale by either Seller with respect to the STAAR Glaucoma Business products now produced by it, or

no outstanding warrants, options, convertible securities or other rights requiring Newlensco or STAAR to issue or transfer any shares of Newlensco, except as set forth herein. All of the issued and outstanding shares of Newlensco Stock have been validly issued and are fully paid, nonassessable and, except for the right of first refusal contained in the Newlensco Stockholders Agreement, free of preemptive or other similar rights.

(c) Financial Condition of Newlensco. Newlensco has as its only asset a pre-market approval granted to STAAR by the Food and Drug Administration (the "FDA") in connection with STAAR's application before the FDA for Pre-Market Approval by the FDA of UV/Clear PMMA intraocular lenses (as described in section 3.2 of the Disclosure Document), and has no liabilities.

(d) Title. STAAR and VTI are the sole registered owners of the Newlensco common stock described in paragraph (a) above as respectively held thereby. Except for the pledge by STAAR to Bank of New York Commercial Corporation, neither STAAR nor Newlensco, nor to STAAR's knowledge VTI, has taken any action that would subject the STAAR Newlensco Position to any liens, adverse claims, pledges, security interests, options, liabilities or other contractual, legal or equitable rights or encumbrances (collectively, "Liens"); and upon transfer to Newlensco Buyer of the STAAR Newlensco

Buyer and Newlensco Buyer are each direct or indirect wholly owned subsidiaries of Cooper.

Section 4.2 Certificate of Incorporation and By-Laws. Each Buyer has heretofore delivered to Sellers a complete and correct copy of its Certificate of Incorporation and By-Laws, which are in full force and effect.

Section 4.3 Authority. Each Buyer has the necessary corporate power and authority to enter into each Closing Date Agreement to be executed thereby and to carry out its obligations thereunder. The execution and delivery by each Buyer of each such Closing Date Agreement and the consummation by it of the transactions contemplated hereby and thereby, have been duly authorized by all necessary corporate action, and each such Closing Date Agreement has been duly executed and delivered by each such Buyer and constitutes a legal, valid and binding agreement thereof, enforceable in accordance with its terms.

Section 4.4 No Conflict; Required Filings and Consents. The execution and delivery by each Buyer of each Closing Date Agreement to be executed thereby does not, and the performance by each Buyer of each such Closing Date Agreement will not: (i) with respect to any Buyer, require any consent, approval, authorization, permit or filing with or notification to, any governmental or regulatory authority

Sellers. Such investigation consisted of physical access to the plants, properties and inventories of, and books and records made available by, Sellers and such financial, operating and other information and documents as Sellers provided in response to Buyers' requests. Each Buyer is relying on such investigation, the documents and other written information provided to Buyers pursuant thereto or hereto and the representations, warranties and covenants contained in or delivered pursuant to the Closing Date Agreements, in the purchase of the Frigi Business, the STAAR Glaucoma Business and the STAAR Newlensco Position and the entering into of the Closing Date Agreements. Except as expressly set forth to the contrary in or pursuant to this Agreement or the other Closing Date Agreements, neither Seller has made any representation or warranty as to the condition, fitness or adequacy of the Frigi Business, the STAAR Newlensco Position or the STAAR Glaucoma Business.

ARTICLE V

Covenants of Sellers

Each Seller agrees that:

Section 5.1 Conduct of Activities. From the date hereof until the Closing Date (and, with respect to the STAAR Glaucoma Business, the earlier of the Glaucoma Closing Date

(c) Frigi shall not, with respect to its employees, sales agents and representatives (i) grant any increase in compensation payable to or to become payable by it to any such person, other than usual and ordinary compensation increases in accordance with historical practices of Frigi; or (ii) increase benefits payable to any such person under any existing, or introduce or announce the introduction of any new, bonus, pension, profit sharing, retirement, credit union, deferred compensation, group health, major medical or life insurance plan or other similar plan, contract or commitment providing benefits to the employees, if such increases, plans or benefits would continue after the Closing Date, other than any bonus payments payable or to become payable to any of the employees of Frigi in conjunction with this transaction where the cost thereof is borne by Frigi;

(d) Frigi shall not adopt any collective bargaining or compensation arrangement for the benefit of employees of Frigi;

(e) Frigi shall not make any tax election or settle or compromise any material federal, state, local or foreign income tax liability which would

(h) Notwithstanding anything to the contrary contained in this Section 5.1, Frigi shall not:

(i) purchase or commit to purchase any capital item in excess of \$10,000 per purchase, or purchase or commit to purchase inventory beyond that necessary to satisfy the then reasonably anticipated requirements of the next six months;

(ii) enter into any lease or commitment to lease requiring aggregate payments in excess of \$1,000 or providing for a lease term exceeding one year; or

(iii) enter into an employment contract or severance arrangement with any employee;

(i) Frigi shall allow Frigi Buyer direct access to the key employees in charge of the Frigi Business for the purpose of effectuating an orderly transition of the Frigi Business on the Closing Date.

shall immediately cease or cause to be terminated any existing activities, discussions or negotiations with any parties conducted with respect to the foregoing.

(b) Each Seller shall orally notify Buyers immediately, followed by prompt written notice, of any offer from any person, entity or group (other than from Buyers), or any request for information, with respect to the effectuation of any merger or consolidation with either Seller or any acquisition of a material number of shares of either Seller's capital stock the result of which would threaten the consummation of any Purchase, or any acquisition of any material portion of the assets of either Seller, or any indication from any person, entity or group that it or another person, entity or group is considering making such an offer or such a request.

Section 5.3 Access to Information. Each Seller shall upon reasonable notice give each Buyer and its counsel, financial advisors, auditors and other authorized representatives full access during normal business hours to the offices, properties, books and records of Frigi or the STAAR Business, including, but not limited to, all Frigi employee benefit plans, and will instruct Sellers' employees, counsel and financial advisors to cooperate with Buyers and each such representative in its investigation of Frigi and the STAAR Business; provided that no investigation pursuant to this

present products of the Frigi Business by utilizing apparatus and methodologies for cryosurgery, irrigation-aspiration (other than irrigation-aspiration that is an incidental part of phaco emulsification) or optical instruments, accessories thereto, disposables therefor, or sterile surgical procedures pack products for use in phaco emulsification, irrigation-aspiration ("Frigi Competing Products") and for a period of five (5) years from the Closing Date, in the marketing, sale or distribution of (i) such research and design or (ii) Frigi Competing Products, in the areas listed in Annex II, and STAAR agrees that neither it nor its affiliates will engage, directly or indirectly, for a period of two (2) years from the Glaucoma Closing Date, in the research and design of products which compete with the present products of the STAAR Glaucoma Business ("Glaucoma Competing Products") and for a period of three (3) years from the Glaucoma Closing Date, in the marketing, sale or distribution of (i) such research and design or (ii) Glaucoma Competing Products, in the areas listed in Annex III.

Section 5.7 Assumption of Certain Frigi Liabilities. In consideration of the closing of the transactions herein contemplated, STAAR expressly assumes, effective as of the Closing, each liability of Frigi set forth at section 2.6(d)(11) and sections 2.10(a), (b) and (e) of the Disclosure Document, and STAAR expressly agrees that each third party with a claim against Frigi relating to

Buyer, or (iii) lawfully acquired from other sources by any Buyer prior to disclosure; provided that any Buyer may disclose such information to its consultants and advisors in connection with the transactions contemplated by this Agreement so long as such persons are informed by such Buyer of the confidential nature of such information and the existence of this provision and are directed by such Buyer and agree to be bound by all the terms and conditions of this provision as if they were such Buyer; and provided, further, that if any Buyer shall become legally obligated to disclose any such information, such Buyer may disclose any such information only if it has used its best efforts, and shall have afforded Sellers the reasonable opportunity, to obtain an appropriate protective order or other satisfactory assurance of confidential treatment of the information required to be so disclosed.

ARTICLE VII

Covenants of Sellers and Buyers

The parties hereto agree that:

Section 7.1 Best Efforts. Subject to the terms and conditions of this Agreement, each party shall use its best efforts to take, or cause to be taken, all action and to

any such press release or make any such public statement prior to such consultation.

Section 7.4 Notification of Certain Matters.

Sellers and Buyers agree to give prompt notice to each other of: (i) the occurrence, or failure to occur, of any event in circumstances where such occurrence or failure to occur would be likely to cause any representation or warranty contained in this Agreement to be untrue and inaccurate in any material respect at the Closing Date (or, with respect to the STAAR Glaucoma Business, at the Glaucoma Closing Date), and (ii) any material failure of such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that no such notification shall affect the representations or warranties of the parties or the conditions to the obligations of the parties hereunder.

Section 7.5 Further Assurances. The parties hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments or documents as any other party may reasonably request in order to carry out the intent and purposes of the Closing Date Agreements and the consummation of the transactions contemplated hereby and thereby. Sellers shall on or after the Closing Date use their respective best efforts reasonably

ARTICLE VIII

Conditions to Buyers' Obligations To Close

The obligations of Buyers to close are, at the option of Buyers, subject to the conditions that:

Section 8.1 Compliance With Terms. All the terms, covenants and conditions of this Agreement to be complied with or performed by each Seller on or before the Closing Date shall have been complied with or performed in all material respects.

Section 8.2 Representations and Warranties. Except as otherwise provided herein, the representations and warranties of each Seller in each Closing Date Agreement to be executed by it shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.

Section 8.3 Certificates. Buyers shall have received to their respective satisfaction certificates executed by the President or Vice President of Frigi and by the President or Vice President of STAAR, dated the Closing Date, which shall state whether: (i) all the terms, covenants and conditions herein and in the other Closing Date

Section 8.5 No Destruction. No portion of the Frigi Business to be transferred by Sellers to Frigi Buyer, which portion is material to the continued operation of the Frigi Business now conducted by Sellers, shall have been materially damaged, destroyed or taken by condemnation and cannot be substantially repaired or replaced from the proceeds of applicable insurance or condemnation awards within a period of 120 days. If any portion of the Frigi Business material to the continued operation of the Frigi Business now conducted by Sellers shall have been materially damaged, destroyed or taken by condemnation and cannot be substantially repaired or replaced from the proceeds of applicable insurance or condemnation awards within a period of 120 days, Frigi Buyer shall have no obligation to close; should any portion of the Frigi Business have been damaged, destroyed or taken by condemnation, and such damage, destruction or taking not be material, Sellers shall have the option of effecting repairs prior to the Closing Date or assigning to Frigi Buyer the proceeds of insurance.

Section 8.6 No Challenge. There shall be no litigation pending or threatened in writing, or proceeding instituted or threatened in writing before or by any administrative body, the effect of which, in the reasonable opinion of counsel for Buyers, would be to enjoin, materially hinder or delay the transactions contemplated by this Agreement or the STAAR Business Agreements or to risk the payment

entered into a non-disturbance agreement with Frigi Buyer, such consents and agreements to be satisfactory to Buyers in both form and substance.

(d) All existing federal and state tax and judgment liens relating to the Frigi Business, the Surgical Packs License and the STAAR Business Interest and, with respect to Frigi, all due but unpaid fees necessary for good standing as a foreign corporation in the State of Connecticut shall have been paid in full and Buyers shall have received satisfactory evidence that appropriate releases have been duly filed or recorded in (or, as to good standing fees, paid to) the proper government offices.

(e) Buyers shall have received satisfactory evidence that UCC release or termination statements relating (i) to California Secretary of State filings numbered 87173460 (in favor of the Bank of New York Commercial Corporation), 88292897 (in favor of Coastfed Business Credit Corp.) and 89236797 (in favor of Chiron Ophthalmics, Inc.), and (ii) to Connecticut Secretary of State filings numbered 715974 (in favor of Bank of New York Commercial Corporation), 703595 (in favor of Fidelity Bank, N.A.), 774676 (in favor of Fidelity Bank, N.A.), 797482 (in favor of CoastFed Business Credit Corporation) and 703595 (in favor of Lafayette Bank and Trust Company, in form and substance satisfactory to Buyers, have been or will be executed by the

Buyers on or before the Closing Date shall have been complied with and performed in all material respects.

Section 9.2 Representations and Warranties.

Except as otherwise provided herein, the representations and warranties made by Buyers herein shall be true and correct in all material respects on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.

Section 9.3 Certificates. Sellers shall have received to their satisfaction a certificate executed by the Chief Financial Officer of Cooper, and by the President or Vice President of Newlensco Buyer and Frigi Buyer, dated the Closing Date, which shall state whether: (i) all the terms, covenants and conditions herein to be performed or complied with by such Buyer on or before the Closing Date have been performed or complied with in all material respects, and (ii) the representations and warranties made by such Buyer are true and correct in all material respects, on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, except as otherwise provided therein. In the event that such certificate shall contain any exceptions, the matters excepted shall be specifically identified, and if Sellers shall elect to complete the Closing in spite of such exceptions, Sellers shall thenceforth be forever

ARTICLE X

Miscellaneous

Section 10.1 Inquiries. After the Closing Date (or with respect to the STAAR Glaucoma Business, the Glaucoma Closing Date), with reference to written inquiries to Sellers regarding prospective sales of products of the Frigi Business (or the STAAR Glaucoma Business), Sellers shall promptly furnish and forward to Frigi Buyer (or Cooper) all such inquiries, correspondence and/or other writings addressed to either Seller, and shall use their respective best efforts to refer to Frigi Buyer (or Cooper) any and all telephone calls directed to it concerning prospective sales of such products which either Seller may receive.

Section 10.2 Compliance With Bulk Sales Act. The parties agree that they shall have complied with the requirements of the Bulk Sales Act in the State of Connecticut, C.G.S. section 42a-6-101, et seq., recognizing that the principal office of Frigi and the assets related thereto are located in the City of Shelton, State of Connecticut.

Section 10.3 Availability of Personnel. Buyers shall have no obligation to employ, and shall assume no liability of Sellers with respect to, the persons currently or historically employed by Sellers with respect to the Frigi

legally imposed on it with respect to any employees or former employees of Frigi, including any employees hired by Frigi Buyer. This paragraph shall not confer any third-party benefits on any employee or former employee of either Seller. Each Seller agrees for a period of one year following the Closing Date not to interfere with such employment by Frigi Buyer, and Buyers and Sellers each agree for such one year period not to encourage any employee of the other after the Closing Date to abandon such employment in favor of employment by Buyers or Sellers, as the case may be.

Section 10.4 Law Governing. This Agreement shall be governed by the law of the State of California. Each of the parties hereto agrees to submit to any court of general jurisdiction in the State of California any dispute arising out of this Agreement, any other Closing Date Agreement, or the transactions contemplated hereby or thereby.

Section 10.5 Notices. Unless and until other instructions are given in writing to Sellers by Buyers, or to Buyers by Sellers, as the case may be, all notices or other communications and all consents provided for herein, or made in connection with the subject matter of this Agreement,

Section 10.7 Survival of Covenants, Representations and Warranties; Indemnification.

(a) Except as otherwise specifically provided in this Agreement, the covenants, representations and warranties contained in this Agreement, including the obligation of Sellers to indemnify each Buyer and its affiliates as set forth in Section 1.2 of this Agreement, or in any certificate delivered pursuant hereto shall survive the Closing for a period of three years thereafter; provided, however, that the covenant set forth in subparagraph (f) of this Section shall survive for the period set forth in the second sentence of such subparagraph. Notwithstanding the foregoing, if either party shall notify the other in writing within three years following the Closing Date of a claim that any such covenant, representation or warranty has been breached or violated in any way, which notice shall specify in general terms the covenant, representation or warranty so breached or violated and the reason therefor, such covenant, representation or warranty shall survive beyond the period hereinbefore specified and until such claim is resolved but only with respect to such claim.

(b) Notwithstanding anything in this Agreement to the contrary, a party shall not be required to make any indemnification or other payments for damages hereunder for which such party would otherwise be liable until the total of

(the "Indemnity Escrow Agreement") which shall provide that Sellers shall deposit with the Indemnity Escrow Agent on the Closing Date the cash sum of \$60,000, to be held by the Indemnity Escrow Agent in accordance therewith. The parties to this Agreement acknowledge that Sellers are jointly and severally liable hereunder to Buyers and that the entire amount so deposited shall secure Sellers' joint and several obligations to Buyers, regardless of which Seller's actions or inactions result in a breach of such obligations. Buyers agree that the disposition of such amount will be governed by the terms of this Agreement and the Indemnity Escrow Agreement, as executed.

(d) In case any legal action shall be commenced or threatened (provided that in the case of a threatened legal action the party asserting a claim to payment hereunder (the "Asserting Party") believes in good faith that an identifiable loss is likely to occur) against an Asserting Party which could result in a loss, the Asserting Party shall promptly notify the party against whom such claim is asserted (the "Asserted Party") in writing. After receipt of any such notice, the Asserted Party shall have the right, exercisable by written notice of exercise to the Asserting Party promptly after receipt of the notice provided for in the immediately preceding sentence, to participate in and to assume (and control) the defense of such action at its own expense and with its own counsel, provided such counsel is reasonably

respect to any action without its prior written consent, which shall not be unreasonably withheld, but if settled with such consent, the Asserted Party shall be liable therefor, subject to the limitations set forth in this Section 10.7. The Asserted Party may not settle any liability or claim subject to indemnification or other payment for damages pursuant to this Section 10.7 without the consent of the Asserting Party and on any basis that does not provide for a full release of the Asserting Party; provided, however, that if the Asserted Party presents to the Asserting Party a settlement arrangement that has been agreed to by the person or persons making the claim or asserting the liability against the Asserting Party and the Asserting Party unreasonably objects to such settlement arrangement, then the Asserting Party shall bear any additional losses, damages, costs or expenses that may be indemnifiable or otherwise payable pursuant to this Section 10.7 in excess of the amount of such settlement arrangement plus the aggregate amount of costs or expenses properly indemnifiable hereunder incurred to the date such settlement arrangement was rejected. Any participation in, or assumption of the defense of any action by an Asserted Party shall be without prejudice to the right of the Asserted Party, and shall not be construed as a waiver of its right, to deny the obligation to indemnify or make other payment of damages to the Asserting Party. The Asserted Party shall also be entitled at its own expense to participate in (and, to the extent set forth above, control)

against Sellers arising out of facts involving a breach of such warranty, Sellers hereby agree that Buyers shall be subrogated thereto.

(f) Sellers jointly and severally indemnify and hold harmless each Buyer from and against any and all claims, demands, losses, obligations and liabilities for all taxes of either Seller (including federal and state income and sales taxes), any penalties and interest with respect thereto, and any costs and expenses (including reasonable attorneys' fees) of such Buyer incurred as an incident thereto, relating to tax periods of either Seller ending on or before the Closing Date. This covenant shall survive until one year after the expiration of the last remaining statute of limitations applicable to any such tax liability.

Buyers agree that Sellers shall have the right to contest, resolve and defend, at their cost, against any assessment for additional income taxes, notice of income tax deficiency or other adjustment of income taxes of Sellers made or proposed by any taxing authority for such periods. Buyers will provide to Sellers or their tax representatives prompt written notification and copies of any communications from or to any taxing authority received or made by them relating to income tax liabilities of Sellers for any tax periods ended on or before the Closing Date. Subsequent to any such notice, Buyers and Sellers shall keep the other

and each Seller waives any right to enforce any remedy which any Buyer now has or may hereafter have against the other Seller or against any other person and waives any benefit of any right to participate in any collateral or security whatsoever now or hereafter held by any Buyer. Each Seller authorizes each Buyer, without notice or demand and without affecting such Seller's liability hereunder or on any obligations under this Agreement, from time to time to:

- (i) renew, modify or extend the time for performance of any obligations under this Agreement;
- (ii) take and hold security for the payment of any obligations under this Agreement and exchange, enforce, waive and release such security; and
- (iii) release or substitute the other Seller or any endorsers or guarantors of any obligations under this Agreement or any part thereof, or any other parties thereto.

Section 10.8 Expenses. Except as otherwise provided herein, Sellers, on the one hand, and Buyers on the other hand, shall each pay their own expenses in connection with this Agreement and the transactions contemplated hereby. If the transactions contemplated by this Agreement shall be consummated, the expenses of Sellers in connection with preparation of this Agreement and consummating such transactions (including, without limitation, all counsel and special auditing fees and brokerage commissions) shall be paid by STAAR, and none of such expenses shall be paid by Frigi.

other party for its benefit or conditions to closing by it contained in this Agreement. Any such written supplemental agreement on the part of any party hereto shall be validly and sufficiently authorized for the purposes of this Agreement if executed and delivered by its duly authorized officer.

Section 10.12 Entire Agreement; Severability.

This Agreement together with the other Closing Date Agreements constitute the entire agreement of the parties, and supersede all prior written and oral agreements and understandings between the parties with respect to the subject matter hereof and thereof, and no party shall be liable or bound to the other in any manner except as provided herein and therein.

If any provision of this Agreement shall be held illegal or invalid by any court, this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein and this Agreement shall be deemed an agreement of the parties hereto to the full extent permitted by law. If any provision herein shall be declared invalid or unenforceable because of its breadth, scope or duration, such provision shall be deemed modified to the extent necessary to make it valid and enforceable and shall remain in full force and effect as so modified, or if

TCC SUBSIDIARY NUMBER 11, INC.

By Robert Weiss

Name Robert Weiss

Title Vice President

THE COOPER COMPANIES, INC.

By Robert Weiss

Name Robert Weiss

Title Vice President

FRIGITRONICS OF CONN., INC.

By La Mar Laster

Name La Mar Laster

Title Vice President

STAAR SURGICAL COMPANY

By La Mar Laster

Name La Mar Laster

Title Vice President

ANNEX I

ALLOCATION OF PURCHASE PRICE

<u>Amount of Purchase Price</u>	<u>Allocation</u>
\$ 750,000	NewLensco
150,000	Glaucoma Shunt
4,700,000	Softlensco
700,000	Frigitronics Operating Assets
<u>700,000</u>	Prepaid Inventory Purchase
<u>\$7,000,000</u> (Debenture)	Total (Debenture)
<u>\$ 212,000</u> (Outstanding Accrued Interest)	Prepaid Inventory Purchase
<u>\$7,212,000</u>	Total

ANNEX III

TERRITORIES FOR STAAR GLAUCOMA BUSINESS

NON-COMPETITION CLAUSE

Sellers acknowledge and agree that (i) the areas listed in this Annex III include as to California, each of the 58 counties thereof, and as to each of the other 49 states of the United States of America, each and every city and county thereof, and as to each other territory listed thereon, each and every political subdivision thereof, and (ii) since the STAAR Glaucoma Business products are marketed not only throughout the United States but also on a worldwide basis, the STAAR Glaucoma Business is carried on in each such area.

Section 2.14	. . . . .	Environmental Matters
Section 2.15	. . . . .	Compliance With FDA Law
Section 3.2(a)	. . . . .	Description of the STAAR Glaucoma Business
Section 3.2(b)	. . . . .	Liens, Encumbrances and Other Charges Upon the Assets of the STAAR Glaucoma Business
Section 3.2(c)	. . . . .	The STAAR Glaucoma Business: Contracts, Commitments and Agreements
Section 3.2(d)	. . . . .	The STAAR Glaucoma Business: The Inventory
Section 3.2(e)	. . . . .	The STAAR Glaucoma Business: Patents, Trademarks, Etc.

Section 2.6(h)

The Frigi Business: Patents, Trademarks, Etc.

1. List of Frigi Patents/Trademarks

- (a) Patent for Medical Dressing-- USA - Patent #3,949,742 - expires 4/13/93.
- (b) Patent for Valved Stopper-- USA - Patent #3,735,856 - expires 6/15/90.
- (c) Patent for Cryosurgical Apparatus-- USA - Patent #3,807,403 - expires 4/30/91.
- (d) Patent for Cryosurgical Device-- Canada - Patent # 989,633 - expires 5/25/93; USA - Patent #3,830,239 - expires 8/20/91.
- (e) Patent for Multipurpose Cryosurgical Probe-- USA - Patent #3,827,436 - expires 8/6/91.
- (f) Patent for Cryogenic Delivery System-- Canada - Patent #1,016,085 expires 8/23/94; --USA - Patent #3,907,339 - expires 9/23/92.
- (g) Patent for Cryosurgical Apparatus-- USA - Patent #3,886,945 expires 6/3/92.
- (h) Patent for Small Pupil Binocular Indirect Ophthalmoscope-- USA - Patent #3,963,329 - expires 6/15/93.
- (i) Patent for Colposcope-- USA - Patent #3,994,288 - expires 11/30/93.
- (j) Patent for Pressurized Fluid Container with Built-In Filler-- USA - Patent 3,977,560 - expires 8/31/93.
- (k) Patent for Liquid Nitrogen Spray System-- Canada - Patent #1,062,142 - expires 9/11/96; --West Germany - Patent #DE2758893 - expires 12/30/95; - Japan - Patent #1,366,761 abandoned; --Spain - Patent #465,743 abandoned; UK - #1,599,533 - expires 4/3/98; --USA - abandoned.
- (l) Dispensing System Employing Liquid Cryogen-- USA - Patent #4,201,319 expires 5/6/97.
- (m) Impedance-based Method and Apparatus for Monitoring Cryodestruction in Controlled Cryosurgery-- USA - Patent #4,140,109 - expires 2/20/96.
- (n) Patent for Flexible Cryoprobe-- USA - Patent Application (07,270,744) pending.
- (o) Trademark - #1,479,500 - Cryosurg-- USA - expires 3/8/08.
- (p) Trademark - Frigitrionics-- West Germany - #914,266 - renewal 7/9/92; --UK - #98,196 - renewal 11/9/93; --USA - #836,017 - expires 9/26/07.

(q) United States Patent 3,702,114, issued November 7, 1972, entitled "Liquid Refrigerant Spray Device," invented by S.A. Zacarian;

(r) United States Patent 3,690,704, issued September 12, 1972, entitled "Plastic Tubing Connector," invented by F.L. Reynolds, et al.;

(s) United States Patent 3,629,786 issued December 21, 1971, entitled "Combination Connector," invented by F.L. Reynolds, et al.;

(t) United States Patent 3,548,829, issued December 22, 1970, entitled "Cryosurgical Instrument," invented by F.L. Reynolds, et al.;

(u) United States Patent 3,572,321, issued March 23, 1971, entitled "Electrocardiometer," invented by D.K. Bloomfield, et al.;

(v) United States Patent 3,575,176, issued April 20, 1971, entitled "Rechargeable Cryosurgical Instrument," invented by R.E. Crump, et al.;

(w) United States Patent 3,613,689, issued October 19, 1971, entitled "Cryosurgical Apparatus," invented by R.E. Crump, et al.;

(x) United States Patent D237,212, issued October 14, 1975, entitled "Microscope Stand," invented by J.C. Stumpf, et al.;

2. Security Interests, Liens, Encumbrances or Other Interests in Patents/Trademarks

(a) Assignment of Security dated 7-24-87 between BONYCC and Frigi wherein Frigi assigned a security interest in and to all of the Patents listed above.

(b) Assignment of Security dated 7-24-87 between BONYCC and Frigi wherein Frigi assigned a security interest in and to all of the Trademarks listed above along with the goodwill of the business.

RECORDATION FORM SHEET COVER
PATENTS ONLY

OMB No. 0651-0011 (exp. 4/94)

To the Honorable Commissioner of Patent and Trademarks:
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Frigitronics of Conn., Inc.

Additional name(s) of conveying party(ies) attached:
☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Frigi Acquisition, Inc.

Internal Address: _____

Street Address: 6140 Stoneridge Mall Road,
Suite 590

City: Pleasanton State: California Zip: 94588

Additional name(s) & address(es) attached: ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security/Agreement ☐ Change of Name
- ☒ Other Asset Purchase Agreement

Execution Date: March 14, 1990

4. Application number(s): 07/270,744 (now U.S. Patent No. 5,108,390) - Filed:

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Raymond J. Lillie, Esq.

Internal Address: Carella, Byrne, Bain, Gilfillan, Cecchi, Stewart & Olstein

Street Address: 6 Becker Farm Road

City: Roseland State: New Jersey Zip: 07068

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

03-0678

(Attach duplicate copy of this page if paying by deposit account)

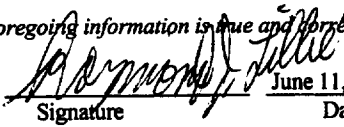
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Raymond J. Lillie, Esq.

Name of Person Signing


Signature

June 11, 1999

Date

Total number of pages including cover sheet, attachments, and document: 106

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MAY 19, 1999

PTAS

CARELLA, BYRNE, BAIN, GILFILLAN ET AL.
RAYMOND J. LILLIE, ESQ.
6 BECKER FARM ROAD
ROSELAND, NJ 07068



100977059A

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT**

DOCUMENT ID NO.: 100977059

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

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PATENT
REEL: 010018 FRAME: 0563

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patent Examining Operations

Name of Conveying Party: Frigitronics of Conn., Inc.

Name of Receiving Party: Frigi Acquisition, Inc.

U.S. Patent No.: 5,108,390

Attorney

Docket No.: 146100-1

TRANSMITTAL LETTER

BOX ASSIGNMENT

Assistant Commissioner for Patents
Washington, D.C. 20231

SIR:

Enclosed please find the following:

1. Assignment Cover Form showing Asset Purchase Agreement;
2. Executed copy of Asset Purchase Agreement; and
3. A self-addressed, postage paid, return receipt postcard, date stamp and return of which is respectfully requested.

The Commissioner is authorized to charge payment of any additional filing fees required under 37 C.F.R. 1.16 associated with this communication or credit any overpayment to Deposit Account No. 03-0678.

FIRST CLASS CERTIFICATE

I hereby certify that this correspondence is being deposited today with the U.S. Postal Service as First Class Mail in an envelope addressed to:

Assistant Commissioner for Patents
Washington, D.C. 20231

Raymond J. Lillie 6/14/99
Raymond J. Lillie, Esq. Date

Respectfully submitted,

Raymond J. Lillie
Raymond J. Lillie, Esq.

Reg. No. 31,778

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CECCHI, STEWART & OLSTEIN

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