

10-07-1999

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R SHEET

101163425

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- ☒ New
☐ Resubmission (Non-Recordation)

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- ☐ Corrective Document

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CONVEYANCE TYPE

- ☒ Assignment
☐ Security Agreement
☐ Merger
- ☐ License
☐ Change of Name

☐ Other

U.S. Government

(For Use ONLY by U.S. Government Agencies)

☐ Departmental File☐ Secret File

CONVEYING PARTY

☐ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name (line 1) RAS Holding Corp

04 30 1999

Name (line 2) a Corporation of Delaware

SECOND PARTY

Execution Date

Month Day Year

Name (line 1)

Name (line 2)

RECEIVING PARTY

☐ Mark if additional names of conveying parties attached

Name (line 1) PC Lens Corp

Name (line 2) a Corporation of Delaware

Address (line 1) 5910 North Central Expressway

Address (line 2) Suite 1770

Address: (line 3) Dallas

Texas

75206

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from *Assignment*.)

DOMESTIC REPRESENTATIVE NAME AND ADDRESS

Enter for the first Receiving Party only.

Name

Address (line 1)

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10/06/1999 MTHAI1 00000217 09046129

FOR OFFICE USE ONLY

01 RC:581

120.00 OP

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

PATENT
REEL: 010281 FRAME: 0140

PAGE 2

CORRESPONDENT NAME AND ADDRESS Area Code and Telephone Number (214) 922-9221

Name William A. Munck, Esq.

Address (line 1) Novakov ♦ Davis, P.C.

Address (line 2) 2000 St. Paul Place

Address (line 3) 750 North St. Paul Street

Address (line 4) Dallas, Texas 75201-3286

Pages Enter the total number of pages of the attached conveyance document including any attachments

4

APPLICATION NUMBER(S) OR PATENT NUMBER(S)

☐ Mark if additional numbers

attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

09046129

5774274

5731909

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

NUMBER OF PROPERTIES Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 C.F.R. § 3.41):

\$ 120.00

Method of Payment: Enclosed ☒ Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

50-0208

Authorization to charge additional fees:

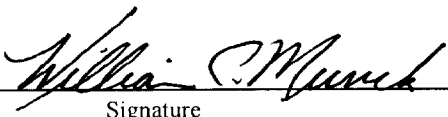
Yes ☒ No ☐

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. Charges to deposit account are authorized, as indicated herein.

William A. Munck, State Bar No. TX 00786127

Name of Person Signing


SignatureSept. 28, 1999
Date Signed

PATENT

REEL: 010281 FRAME: 0141

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is entered into by and between RAS HOLDING CORP (the "Assignor"), a Delaware corporation, having its corporate headquarters located at 5910 North Central Expressway, Suite 1770A, Dallas, Texas 75206, and PC LENS CORP (the "Assignee"), a Delaware corporation, having its corporate headquarters also located at 5910 North Central Expressway, Suite 1770B, Dallas, Texas 75206 (collectively, the Assignor and the Assignee are hereinafter referred to as the "Parties").

RECITALS:

1. The Assignor is the owner of all right, title and interest in and to certain inventions related to variable focus lenses, aspects of which comprise the subject matter of the following domestic and foreign Letters Patents and applications for Letters Patent (collectively, the domestic and foreign Letters Patent and applications for Letters Patent, along with any continuation, division, renewal, substitute, or reissue thereon, are referred to hereinafter as the "Variable Focus Lens Patent Rights"):

COUNTRY	SERIAL NO.	FILED DATE
	PATENT NO.	ISSUE DATE
United States	08/439,942	05/12/95
	5,774,274	06/30/98
United States	08/658,233	06/04/96
	5,731,909	03/24/98
United States	09/046,129	03/23/98
	n/a	n/a
PCT	PCT/US96/06767	05/10/96
	WO96/35967	11/14/96
Singapore	97060529	05/10/96
	n/a	n/a
Hungary	37251/97	11/11/97
	n/a	n/a
Norway	97.5205	11/12/97
	n/a	n/a
Czech Republic	PV-3587-07	11/12/97
	n/a	n/a

South Korea	97-708068	11/12/97
	n/a	n/a
Mexico	978705	11/12/97
	n/a	n/a
Japan	8-534317	11/11/97
	n/a	n/a
China	961951125	05/10/96
	n/a	n/a
Eurasia	EA-97-0384-US	12/11/97
	n/a	n/a
Canada	2,220,932	05/10/96
	n/a	n/a
Australia	57916/96	05/10/96
	n/a	n/a
Israel	118226	05/12/96
	n/a	n/a
South Africa	96/3778	05/13/96
	96/3778	04/30/97
Taiwan	84107059	07/07/95
	78298	09/13/96
Europe	969141613.3	05/10/96
	n/a	n/a


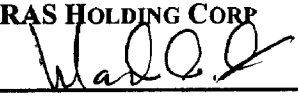
2. The Assignor may own certain right, title and interest in and to various common law trademarks (and the goodwill associated therewith, if any), copyrights, trade secrets, and other intangible property rights associated with variable focus lenses, and, in particular, with respect to elastically deformable lenses wherein the optical power of a lens may be varied by small changes in the equatorial diameter of the lens (collectively, such common law trademarks (including such goodwill), copyrights, trade secrets, and other intangible property rights are referred to hereinafter as the "Other Variable Focus Lens Rights").
3. The Assignee desires to acquire the entire interest of the Assignor in, to and under the Variable Focus Lens Patent Rights and the Other Variable Focus Lens Rights, and the Assignor desires to assign and transfer the Assignor's entire interest therein to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties agree to be bound by the terms of this Assignment, which are as follows:

1. The Assignor assigns and transfers to the Assignee all of the Assignor's right, title and interest in, to and under the Variable Focus Lens Patent Rights and the Other Variable Focus Lens Rights, including, without limitation, rights to: (i) any and all existing causes of action relating to the Variable Focus Lens Patent Rights and the Other Variable Focus Lens Rights, and to past damages associated therewith; (ii) the goodwill of the business symbolized by the common law trademarks, if any; (iii) secure registration of the copyrights, if any, in the United States of America or any foreign country; and (iv) secure renewals, reissues, and extensions of any such copyright or copyright registration in the United States of America or any foreign country.
2. The Assignor covenants that the Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to any of the Variable Focus Lens Patent Rights and the Other Variable Focus Lens Rights, as may be known and accessible to the Assignor and will testify as to the same in any interference, litigation or other controversy related thereto and will promptly execute and deliver to the Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce any of the Variable Focus Lens Patent Rights or the Other Variable Focus Lens Rights that may be necessary or desirable to carry out the purposes hereof.
3. The Parties agree that this Assignment will inure to the benefit of, and be binding upon, their respective subsidiaries and affiliates, together with their respective successors and assigns.
4. The Parties agree that this Assignment will be governed by and enforced under the laws of the State of Texas, and to the maximum extent practicable, jurisdiction and venue in any dispute relating to the subject matter hereof will be in Dallas County, Texas. The prevailing party in any such dispute will be entitled to recover, in addition to any other relief granted, reasonable attorney fees and expenses related to such dispute.
5. The Parties agree that all notices under this Assignment will be made in writing and will be deemed given when: (1) hand delivered to, or (2) received in the United States mail, registered, with proper postage prepaid and properly addressed, return receipt requested, by a particular party.
6. The Parties agree that this Assignment merges and supersedes all prior and contemporaneous agreements, undertakings, covenants, or conditions concerning the subject matter hereof, whether oral or written, express or implied, to the extent they contradict or conflict with the provisions hereof. The Parties agree that the covenants in this Assignment will be construed as covenants independent of one another. Any claim that any party may have against the other will not constitute a defense to enforcement of this Assignment.

IN WITNESS WHEREOF, the Parties accept and execute this Assignment, which is effective as of the date last executed below.

4/30/99
Date
4/30/99
Date


RAS HOLDING CORP

PC LENS CORP

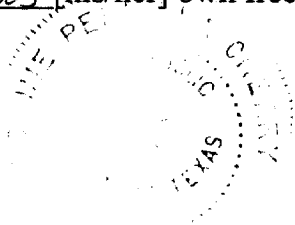
President
TITLE
Vice President
TITLE

STATE OF Texas

COUNTY OF Dallas

§
§
§

On this 30 day of April, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Mark Cox, known by me to be the person of the above name who signed and sealed the foregoing instrument, and acknowledged the same to be his [his/her] own free act and deed.



Norine Pernilla Cherry
Notary Public,
State of Texas

My Commission Expires:

June 16, 2002

STATE OF Texas

COUNTY OF Dallas

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On this 30 day of April, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Ronald Schacher, known by me to be the person of the above name who signed and sealed the foregoing instrument, and acknowledged the same to be his [his/her] own free act and deed.



Norine Pernilla Cherry
Notary Public,
State of Texas

My Commission Expires:

June 16, 2002

PAGE 4 OF 4