

09-07-2000



DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

101451081

Documents or copy thereof.

1. Name of conveying party(ies):

Euro Lens Technology S.p.A.

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name:

CIBA Vision AG

Internal Address:

C/O CIBA Vision Corporation

Street Address:

Patent Department

City:

11460 Johns Creek Pkwy.

Duluth State: GA ZIP: 30097

3. Nature of conveyance:

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

Execution Date: 3/15/1999

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

Application number(s) or patent number(s):

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)

PCT Application EP 99/00708

Additional numbers attached? ☐ Yes ☒ No

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

Name: Richard Gearhart
CIBA Vision Corporation

Internal Address: Patent & Trademark Department

Street Address: 11460 Johns Creek Parkway

City: Duluth : Georgia ZIP: 30097-1556

16. 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 and any other additional fees required.

8. Deposit Account number: 19-0134

DO NOT USE THIS SPACE

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.

Richard Gearhart, Reg. No. 36,145

Name of Person Signing

Signature

Date

**Express Mailing Certificate on Reverse

Total number of pages including cover sheet, attachments, and documents: 23

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

PATENT
REEL: 011040 FRAME: 0121

NOTICE OF GLOBAL SECURITY INTEREST IN LICENSE

by and between

**CIBA Vision Ag
and
Euro Lens Technology, S.p.A.**

Be it hereby known, by this Notice and the License agreement attached hereto, that Ciba Vision AG and Euro Lens Technology, S.p.A. entered into a license agreement dated March 15, 1999, (hereafter, "License") whereby for consideration paid, Ciba Vision AG acquired exclusive world wide rights to technology described in Patent Application EP 98/830059.6, filed on February 11, 1998 and then withdrawn, PCT Application EP 99/00708 as filed on February 3rd, 1999, (which designates the United States of America), patent applications filed in Argentina, Chile, Ecuador and South Africa claiming priority of EP 98/830059.6 under the Paris Convention, and patent applications in Thailand and Taiwan which are not currently Convention countries and such additional relevant patent applications as may be filed from time to time during the Agreement Period as continuations, continuations-in-part, divisions, reexaminations, reissues or extensions of any of the above-described patents and patent applications, as of the date of the License or arising during the Agreement Period, as defined in the License (hereafter "Patent Rights").

Be it hereby known, that pursuant to 5.2 of the License that the parties contemplated the recording of said License, and that recording of License was specifically agreed thereto.

Be it hereby known, by this Notice, that Ciba Vision AG has superior rights in the Patent Rights to any other parties anywhere in the world, and that any rights conveyed by Euro Lens Technology, S.p.A. to any other party, anywhere in the world, for any other reason, are inferior to the rights conveyed to Ciba Vision AG in said License, and that Ciba Vision AG will take whatever legal action is necessary to protect, preserve, perfect and maintain said rights anywhere in the world, including the in United States of America.



CIBA Vision Corporation

Richard I. Gearhart
General Patent Counsel

LICENSE AGREEMENT

LICENSE AGREEMENT dated this 15th day of March, 1999, (the "Effective Date") by and between Euro Lens Technology S.p.A., based in Staranzano, Italy (hereinafter referred to as "Euro Lens" and CIBA Vision AG, Hettlingen (hereinafter referred to as "CV").

WITNESSETH:

WHEREAS, Euro Lens possesses certain Patent Rights and Know-How (as defined herein), relating to the manufacture, use and sale of the Agreement Product (as defined herein); and,

WHEREAS, CV desires to acquire a license under said Patent Rights and Know-How in order to have the exclusive right to develop and commercialize Agreement Product; and,

WHEREAS, Euro Lens is willing to grant CV a license to said Patent Rights and Know-How;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and obligations set forth herein, the parties hereto agree as follows:

1. Definitions

The following terms, as used in this Agreement, shall have the meanings set forth in this Section:

- 1.1 "Affiliate" shall mean all corporations or business entities which, directly or indirectly, are controlled by, in control of, or are under common control with CV or Euro Lens, as the case may be. For this purpose, the meaning of the word "control" shall mean direct or indirect ownership of at least fifty percent (50%) of the voting shares or interest of such corporation or business entity.

- 1.2 "Agreement Period" shall mean the period commencing upon the date of this Agreement first appearing above and extending until the end of the Royalty Period, on a country-by-country basis.
- 1.3 "Agreement Product" shall mean molded multifocal contact lenses using CV's molding processes produced on a high volume basis, for frequent or daily replacement, the manufacture, use or sale of which, would, but for this Agreement, constitute an act of infringement of Euro Lens' Patent Rights, or actionable breach of Euro Lens' Know-How rights.
- 1.4 "Health Registration" shall mean such licenses or other governmental authorizations required by the competent authorities of countries within the Territory for the manufacturing, marketing and selling of the Agreement Products.
- 1.5 "Know-How" shall mean all technology and information in its original form such as that listed on Attachment A owned, controlled, possessed by or in the possession of Euro Lens relating to, or useful in connection with, the development, manufacture, use, or sale of Agreement Product, as well as any improvements or modifications to the Know-How developed by, or by any third party for, Euro Lens not subject to any confidentiality agreement during the Agreement Period. It is understood that CV also possesses extensive know-how relevant to and potentially useful in development of Agreement Product, and such know-how will be utilized in the manufacture of Agreement Product.
- 1.6 "Net Sales" shall mean the amount billed by CV, its Affiliates and sublicensees to third parties for the sale of Agreement Product less , to the extent included therein, the total of (i) ordinary and customary trade discounts and (ii) credits given to customers for rejects or returns of the Agreement product. Amounts charged by any authority as sales and excise taxes and other similar taxes related to the sale of product shall not be included in the Net Sales calculation. A sale shall be deemed to have occurred as of the date of invoice or shipment, whichever occurs first.
- 1.7 "Patent Rights" shall mean all of Euro Lens' right, title and interest in and to any patents and patent applications, any claim of which would cover the Agreement Product or its manufacture or use, including, Patent Application EP 98/830059.6, filed on February 11, 1998 and then withdrawn, PCT Application EP99/00708 as

filed on February 3rd, 1999, patent applications filed in Argentina, Chile, Ecuador and South Africa claiming priority of EP 98/830059.6 under the Paris Convention and patent applications in Thailand and Taiwan which are not currently Convention countries, and such additional relevant patent applications as may be filed from time to time during the Agreement Period as continuations, Continuations-in-part, divisions, re-examinations, reissues or extensions of any of the above-described patents and patent applications, as of the date of this Agreement or arising during the Agreement Period.

1.8 "Royalty Period" shall mean that period, calculated on a country-by-country basis, beginning on the date of the first commercial sale of Agreement Product by CV and ending upon expiration of the Patent Rights or of the Know-How royalty obligation.

1.9 "Territory" shall mean the entire world.

1.10 "Payment Computation Period" shall mean a six (6) month period ending on the last day of June or December of a given year.

2. Grant

2.1 Euro Lens hereby grants to CV an exclusive license under the Patent Rights to make, have made, use, offer to sell, import, export and sell Agreement Product in the Territory during the Agreement Period.

2.2 In addition to the rights granted in Section 2.1, and without any limitation thereof, Euro Lens hereby grants to CV during the Agreement Period a co-exclusive license to practice the Know-How in the Territory.

2.3 At the end of the Agreement Period, on a country-by-country basis, CV shall have a perpetual, worldwide, paid-up, royalty-free, non-exclusive license to further make, have made, use and sell Agreement Product and to practice the Know-How.

3. Royalties


3.1 In consideration of the rights granted in Section 2, CV shall pay for each year of the Royalty Period royalties determined in accordance with the attached Schedule 1 based on the Net Sales of Agreement Product in those countries in which the manufacture, use or sale of such Product would, in the absence of this Agreement, constitute an act of infringement of any claim of a not yet finally rejected patent application, or a granted, valid and unexpired patent identified in the Patent Rights.

3.2



3.3 All royalty payments shall be made, at CV's election, in Italian Lira or the equivalent value in Euros. For purposes of determining the applicable royalty rate to be paid, Net Sales shall be converted on a country-by-country basis from the currency used in each such country to Italian Lira or the equivalent value in Euros. The relevant exchange rates shall be derived from a reliable public source, such as the Wall Street Journal, that is mutually agreed upon by the parties.

3.4 Sales of Agreement Product between or among CV, its Affiliates and sublicensees shall not be subject to any royalty hereunder, and in such cases royalties shall be calculated upon CV's or its Affiliates' or sublicensees' Net Sales to an independent third party. CV shall be responsible for payment of any royalty accrued on Net Sales of Agreement Product to such independent third party through CV's Affiliates or sublicensees. Royalties shall accrue hereunder only once in respect of the same unit of Agreement Product.




3.5



unpaid royalties which would have been paid by CV but for this Section 3.5 equals 350,000,000 (Three hundred fifty million) Italian Lira.

4. Timing of Royalty Payments; Records

- 4.1 Within ninety (90) days after the end of each Payment Computation Period, CV shall make the royalty payment due to Euro Lens for that Period.
- 4.2 Together with each Payment Computation Period royalty payment, CV shall submit to Euro Lens a written accounting showing its computation of royalties due under this Agreement for such Period. Said accounting shall set forth gross sales, Net Sales, the specific deductions used in arriving at Net Sales, and the total royalties due for the Period in question.
- 4.3 CV shall keep full and accurate books and records setting forth gross sales, Net Sales, the specific deductions used in arriving at Net Sales and the amount of royalties payable to Euro Lens hereunder for no less than two (2) years after the end of each Payment Computation Period. CV shall permit Euro Lens, at Euro Lens' expense, to have such books and records examined by independent certified public accountants retained by Euro Lens and acceptable to CV, acceptance of such accountants shall not be unreasonably withheld, during regular business hours upon reasonable advance notice, but not later than two (2) years following the rendering of any such reports, accounting and payments, and no more often than one (1) time per year. Such independent accountants shall keep confidential any information obtained during such examination and shall report to Euro Lens only the amounts of royalties which the independent accountant believes to be due and payable hereunder.
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5. Warranties

- 5.1 Euro Lens warrants and represents that:

- (a) it is the owner of the Patent Rights and Know-How and has the right to license said Patent Rights and Know-How free of any lien or encumbrance in the Territory in the manner set forth in this Agreement;
- (b) it has not assigned or conveyed any interest in the Patent Rights or Know-How which may be inconsistent with the rights granted hereunder;
- (c) to the best of its knowledge and, having carried out a diligent search, the practice of the Patent Rights and Know-How in the Territory does not infringe any rights of third parties;
- (d) it is not aware that any third party is infringing the Patent Rights;
- (e) it has prosecuted, and will continue to prosecute, all patent applications within the Patent Rights in good faith and has no reason to believe that any patent included within the Patent Rights would be invalid or would be held to be unenforceable by a court of competent jurisdiction.

5.2 CV shall have the right, but no obligation unless required by law, to record this License; CV and Euro Lens hereby agree to execute such formal assignment upon CV's request as a condition of this Agreement, and such assignment shall be registered with the patent authorities.

6. Transfer and Ownership of Know-How

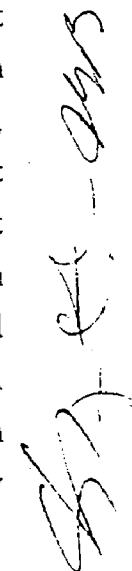
6.1 As part of the license granted under this Agreement, and in order to enable CV to develop, make, have made, use, offer to sell, import, export and sell Agreement Product, Euro Lens shall provide CV with all Know-How covered by the licenses granted to CV hereunder and any other information which may be necessary or useful to assist CV to utilize such licenses effectively, to further develop and improve Agreement Product, to register the Agreement Product and to make proper regulatory filings for the Agreement Product. To the extent practicable, such transfer shall take place within forty-five (45) days after signing this Agreement. All Know-How generated or obtained by Euro Lens during the Agreement Period shall be

transferred to CV within sixty (60) days of its generation or receipt by Euro Lens. Such Know-How is provided to CV subject to the confidentiality restrictions set forth in this Agreement. Euro Lens agrees, as the parties mutually deem necessary for the transfer of the Know-How, to permit CV to send its employees or other representatives to Euro Lens' laboratory or manufacturing facility, and to have a reasonable number of employees or other representatives of Euro Lens visit CV's facilities to demonstrate and explain any of the Know-How.

6.2 CV shall have the right in the Territory to practice all Know-How furnished by Euro Lens to CV, whether in the possession of Euro Lens on the date of this Agreement or generated or obtained by Euro Lens thereafter.

6.3 CV shall own all Health Registration submissions for Agreement Product, and the data contained therein and its trademarks relating to Agreement Product, provided that all expenses incurred in connection with such submissions and registrations, including registration fees and maintenance fees, shall be borne by CV.

6.4 Euro Lens shall disclose to CV on a timely basis any improvements to Agreement Products developed by Euro Lens during the life of this Agreement and any such improvement shall grant CV a license to use such improvements in order to develop, make, have made, use, offer to sell, import, export and sell Agreement Product without payment additional compensation. Euro Lens shall retain the right to exploit and license to third parties any such improvements for use outside of the field of high volume contact lenses, provided that Euro Lens shall not enter into any such third party license unless CV shall have first failed to exercise its right of first refusal within six months following receipt of written notice from Euro Lens to obtain an exclusive world wide license under the same terms and conditions as agreed upon by Euro Lens and any such third party.



7. Confidentiality

7.1 Each party agrees that for the period commencing with the execution of this Agreement and terminating seven (7) years thereafter it shall:

- (a) not disclose any of the Know-How or any other confidential and proprietary information provided to it by the other party or made known to it under or in

relation to this Agreement to third parties except to: (i) governmental authorities, contract manufacturers, clinical investigators; and notified bodies or (ii) Affiliates, sublicensees, and consultants pursuant to a non-disclosure commitment; and

- (b) take such precautions as it normally takes with its own confidential and proprietary information to prevent disclosure of the Know-How and information referred to in paragraph (a) above to third parties (except Affiliates, sublicensees, consultants and contract manufacturers as above).

7.2 The obligation of the parties under Section 7.1 shall not, in any event, apply to any information which:

- (a) at the time of disclosure is or thereafter becomes available to the public in published literature or otherwise through no fault of the receiving party;
- (b) was known to, or otherwise in the possession of, or independently developed by the receiving party, an Affiliate, or a sublicensee, prior to the receipt of such information from the disclosing party;
- (c) is obtained by the receiving party from a source other than disclosing party and other than one who would be breaching a commitment of confidentiality to the disclosing party by disclosing such information to the receiving party;
- (d) is required to be disclosed pursuant to law to protect the receiving party's interest or in connection with any litigation, investigation or regulatory proceeding.

8. Patents

8.1 Euro Lens shall undertake the prosecution and maintenance of the Patent Rights in those countries in which Patent Rights have been or will be sought. Euro Lens shall keep CV fully and timely informed in respect to the course and conduct of patent application prosecution matters within the scope of Patent Rights. CV shall reimburse Euro Lens for the costs of prosecution, granting and maintenance,

including national phases, provided that such undertakings were previously approved or requested by CV.

8.2 Euro Lens shall have no obligation to prosecute any patent application or maintain any patent or patent application constituting any one of said Patent Rights provided, however, if Euro Lens elects to terminate either such prosecution or maintenance prior to the completion of normal prosecution before the patent examiner or prior to the end of the term for maintenance, as the case may be, it will give CV three (3) months notice, when possible, and if three (3) months notice is not possible under applicable laws or procedures, the maximum notice possible under such laws or procedures, of such election prior to any time limit on any action due. CV, upon receipt of such notice, shall have the option to undertake the continuation of such prosecution or maintenance and Euro Lens will transfer title to CV for such patent application or patent.

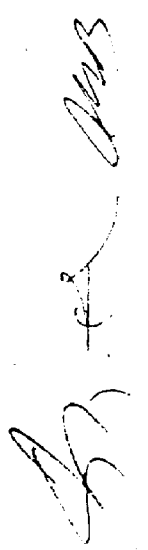
8.3 CV shall not license any improvement or invention relating to the manufacture of lathe-cut multifocal lenses developed by CV in the course of its exploitation of the Patent Rights to any third party unless CV has first offered such license on no less favorable terms to Euro Lens in writing and Euro Lens has failed to accept such offer in writing within thirty (30) days following receipt of such offer. Euro Lens shall not license any improvement or invention relating to the manufacture of high volume soft contact lenses developed by Euro Lens during the term of this Agreement to any third party unless Euro Lens has first offered such license on no less favorable terms to CV in writing and CV has failed to accept such offer in writing within thirty (30) days following receipt of such offer.

9. Infringement of Patent Rights

9.1 If either party shall become aware of any infringement or threatened infringement of any Patent Rights in any country of the world, then the party having such knowledge shall give notice to the other within ten (10) days of becoming aware of such infringement or threatened infringement.

9.2 CV shall have the right to take such action, as it deems appropriate, whether by action, suit, proceeding or otherwise, at its own expense to prevent or eliminate the infringement of Patent Rights by others and to collect damages. Euro Lens

agrees to cooperate with CV in any reasonable manner including, but not limited to, being named as a co-plaintiff in an action brought by CV. CV can settle and compromise such action only with Euro Lens prior written consent. Any damages recovered by CV shall be used to compensate CV for its out-of-pocket expenses in the prosecution of any such action, suit or proceeding for infringement. Any remaining damages recovered by CV shall be apportioned between Euro Lens and CV in proportion to the damage incurred by each party as a result of the infringement. To the extent that CV cannot compensate its out-of-pocket expenses in prosecuting said action by the recovered damages, CV may set off one-half of its remaining out-of-pocket expenses against future royalties otherwise owed to Euro Lens under this Agreement. This set off will be achieved through a [REDACTED] reduction in all royalties paid to Euro Lens until the amount is reimbursed to CV.

- 9.3 In the event that CV does not take action for patent infringement pursuant to Section 9.2 to prevent or eliminate the infringement of Patent Rights within ninety (90) days of receipt of notice of the infringement or threatened infringement thereof, Euro Lens may, at its option, commence an action to terminate such infringement. Such action by Euro Lens may be undertaken in the name of CV, if necessary, and CV agrees to cooperate with Euro Lens, and execute any necessary documents relating to such action. Euro Lens can settle and compromise such action only with CV's prior written consent. Any damages recovered by Euro Lens shall be used to compensate Euro Lens for its out of pocket expenses in the prosecution of any such action, suit or proceeding for infringement. Any remaining damages recovered by Euro Lens shall be apportioned between Euro Lens and CV in proportion to the damage incurred by Euro Lens as a result of the infringement. At any time after commencement of any such infringement action by Euro Lens, CV shall have the right to become a party plaintiff in such action, and, with Euro Lens' prior written consent, CV may assume the prosecution, conduct and control of such action at CV's expense.
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9.4 In the event the claims covering the Agreement Product contained in the Patent Rights are declared invalid or unenforceable by a judgment, decree or decision of a court, tribunal or other authority of competent jurisdiction, other than as a result of the expiration of the Patent Rights in such country, a Know-How royalty obligation, pursuant to Paragraph 3, will be substituted as of the effective date of such action.

10. Third Party Rights

10.1 If either party shall become aware of any action, or suit, or threat of action or suit, by a third party alleging that the manufacture, use or sale of any Agreement Product or the practice of Know-How infringes a patent, or violates any other proprietary rights of any third party, the party aware shall promptly notify the other party of the same and fully disclose the basis therefor.

10.2 Euro Lens shall be under no obligation to defend such action or suit provided above. However, if Euro Lens chooses to defend such action or suit, CV shall cooperate fully with at its own expense. If Euro Lens fails to take appropriate measures to defend such action in a timely manner, CV may take any action necessary to defend such action or suit in its own name, or jointly in the name of CV and Euro Lens, or in the name of Euro Lens. Euro Lens shall notify CV of its decision to not defend on a timely basis to ensure the avoidance of default. In such a case, upon the written request of CV, Euro Lens will render necessary assistance at its own expense to CV's effort in defending such action or suit.

10.3 If, by the terms of any settlement or if by a judgement, decree or decision of a court, tribunal or other authority of competent jurisdiction, CV is required to obtain a license from a third party in order to make, have made, use, sell or import Agreement Product (hereinafter "Third Party License") and to compensate or pay damages to such third party and/or pay royalties under such license as a result of infringement of such third party's rights due to Euro Lens' Patent Rights or Know-How, then any royalties payable under this Agreement shall be reduced by the

amount of any damages paid or payable by CV to such other party and the amount of royalties payable on future sales under such Third Party License.

- 10.4 If a competitor capable of harming CV's marketing and sales of Agreement Product launches a multifocal product covered by the Patent Rights in a non-patent protected country or after the patent expires, Euro Lens agrees to discuss with CV in good faith the ongoing business relationship in that country, including possible adjustment of royalty amounts.

11. Notices

All notices required or permitted hereunder shall be given in writing mailed postage prepaid by first class certified or registered mail, or sent by a nationally recognized express courier service, or hand delivered at the following addresses:

As to Euro Lens:

Euro Lens Technology S.p.A.
5, Via G. Deledda
I - 34079 Staranzano (GO)

[REDACTED]

As to CIBA Vision AG Hettlingen:

Riethofstr. 1
8442 Hettlingen
Switzerland
Attention: General Counsel

Any notice, if mailed properly addressed, postage prepaid, shall be deemed made three (3) days after the date of mailing as indicated on the registered mail receipt, or on the next business day if sent by express courier service or on the date of delivery if hand delivered.

12. Term and Termination

- 12.1 The term of this Agreement shall begin as of the date hereof and shall remain in effect for the Agreement Period on a country-by-country basis, unless earlier terminated as permitted hereunder.


12.2 In the event of a material breach or default of this Agreement by either party which is not cured within ninety (90) days after the receipt of notice thereof from the other party, the party not in breach or default shall be entitled (without prejudice to any of its other rights) to terminate this Agreement by giving notice to take effect immediately.

12.3 The termination of this Agreement shall not release either party from any obligation which matured prior to the effective date of the termination.

12.4 The confidentiality obligations set forth in this Agreement shall survive the termination or expiration of this Agreement.

13. Publication

Any results of any study utilizing Agreement Product, and/or publication/lecture manuscripts thereon by or on behalf of Euro Lens, shall be exchanged with CV prior to publication. Due regard shall be given to CV's legitimate interests, e.g., obtaining optimal patent protection, coordinating and maintaining the proprietary nature of submissions to health authorities and others, coordinating with other ongoing studies in the same field, protection of confidential data and information, etc. Any proposed publications by Euro Lens which are to make public any findings, data or results of a study relating to Agreement Product shall be submitted to CV at least forty-five (45) days prior to submission for publication for CV's review, comment and approval. Upon CV's approval, or if CV does not provide its comments within thirty (30) days of its receipt of the above publication, Euro Lens shall be allowed to issue such publications. If such publications are not accepted, Euro Lens and CV shall further discuss, and mutually agree upon, the final wording and/or disposition of the publication. Results from a study utilizing Agreement Product shall not be made available to any third party by Euro Lens outside the publication procedure as set forth herein.



14. Force Majeure

Neither party shall be responsible or liable to the other hereunder for failure or delay in performance of this Agreement due to any war, fire, accident or other casualty, or any labor disturbance or act of God or the public enemy, or any other contingency beyond such party's reasonable control. In addition, in the event of the applicability of this Section, the

party affected by such force majeure shall use reasonable efforts, consistent with good business judgment, to eliminate, cure and overcome any of such causes and resume performance of its obligations.

15. Publicity

Euro Lens and CV agree not to issue any press release or other public statement disclosing the existence of or relating to this Agreement without prior written consent of the other party, provided, however, that Euro Lens or CV shall not be prevented from complying with any duty of disclosure it may have pursuant to law subject to notifying the other party and giving such other party reasonable time to comment on the same prior to disclosure.

16. Assignment

This Agreement and all rights and obligations hereunder are personal to the parties hereto and may not be assigned, other than to Affiliates as defined herein, without the express prior written consent of the other.

17. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of Italy.

18. Dispute Resolution

Any dispute, claim or controversy arising out of or in connection with this Agreement which cannot be settled by good faith negotiation between the parties shall be submitted for non-binding arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. In the event that the dispute is not resolved through arbitration within four months following the commencement of the arbitration proceedings, either party shall have the right to file a claim with a court of competent jurisdiction located in Milan, Italy.

19. Entire Agreement

This Agreement constitutes the entire understanding between the parties relating only to the Agreement Product, and no amendment or modification to this Agreement shall be valid or

binding upon the parties unless made in writing and signed by the representatives of such parties.

20. Renegotiation of Royalty Rates

[REDACTED]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year indicated below.

CIBA VISION AG, HETTLINGEN

EURO LENS TECHNOLOGY S.P.A.,

By: _____

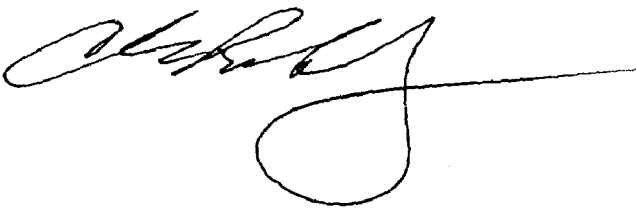
By: _____

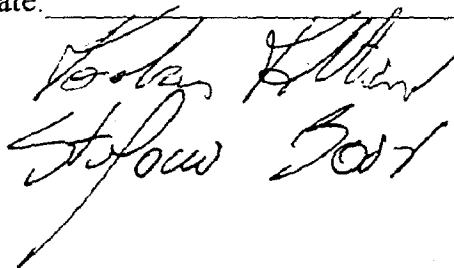
Title: _____

Title: _____

Date: March 12, 1999

Date: _____





SCHEDULE 1

Royalty Payment Calculation

For purposes of Section 3.1 of this Agreement, royalties shall be calculated on a sliding scale applied to cumulative sales from the date of first sale, which shall be aggregated for all countries in which the manufacture, use or sale of such Product would, in the absence of this Agreement, constitute an act of infringement of any claim of an enforceable, issued, valid and unexpired patent identified in the Patent Rights, according to the following formula:

[REDACTED]

March 24, 1999

LEVEL 1
ACCESSION NUMBER: 112556695 INPADOC EW 199935 ED 19990914
UW 199945 UP 19991122
TITLE: A PROGRESSIVE MULTIFOCAL CONTACT LENS SUITABLE FOR
COMPENSATING PRESBYOPIA
INVENTOR(S):
ORIGINAL: ALTIERI, ANDREA; FILIPPO, ALESSANDRO
STANDARDIZED: ALTIERI ANDREA; FILIPPO ALESSANDRO
LOCATION: IT; IT
PATENT ASSIGNEE(S):
ORIGINAL: EURO LENS TECHNOLOGY S.P.A.; ALTIERI, ANDREA; FILIPPO,
ALESSANDRO
STANDARDIZED: EURO LENS TECHNOLOGY S P A; ALTIERI ANDREA; FILIPPO
ALESSANDRO
LOCATION: IT; IT; IT
TITLE LANGUAGE: English; French
LANGUAGE: English
DOCUMENT TYPE: Patent
PATENT INFO. TYPE: WOAL PUBL.OF THE INT.APPL. WITH INT.SEARCH REPORT
PATENT INFORMATION:

NUMBER KIND DATE

WO 9941633 A1 19990819

DESIGNATED STATES: RW: GH GM KE LS MW SD SZ UG ZW AM AZ BY KG KZ MD RU TJ
TM AT BE CH CY DE DK ES FI FR GB GR IE IT LU MC NL
PT SE BF BJ CF CG CI CM GA GN GW ML MR NE SN TD TG
W: AL AM AT AU AZ BA BB BG BR BY CA CH CN CU CZ DE DK
EE ES FI GB GD GE GH GM HR HU ID IL IN IS JP KE KG
KP KR KZ LC LK LR LS LT LU LV MD MG MK MN MW MX NO
NZ PL PT RO RU SD SE SG SI SK SL TJ TM TR TT UA UG
US UZ VN YU ZW
APPLICATION INFO.: WO 1999-EP708 A 19990203
PRIORITY APPLN. INFO.: EP 1998-830059 A 19980211
OTHER SOURCE DERWENT: 99-494627
INT. PATENT CLASSIF.:
MAIN: (6) G02C007-00
SECONDARY: (6) G02C007-04
EUR. PATENT CLASSIF.: G02C7/04

=>

LEGAL STATUS

AN 112556695 INPADOC UPLS 19991130

19980211 WOAA A PRIORITY (PATENT)
EP 1998-830059 A 1998021119990203 WOAE A APPLICATION DATA
WO 1999-EP708 A 1999020319990819 WOAK A1 + DESIGNATED STATES CITED IN A PUBLISHED APPLICATION WITH
SEARCH REPORTAL AM AT AU AZ BA BB BG BR BY CA CH CN CU CZ DE DK EE ES FI
GB GD GE GH GM HR HU ID IL IN IS JP KE KG KP KR KZ LC LK LR
LS LT LU LV MD MG MK MN MW MX NO NZ PL PT RO RU SD SE SG SI
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19991027 WO121 EP: PCT APP. ART. 158 (1)

19991111 WODFPE REQUEST FOR PRELIMINARY EXAMINATION FILED PRIOR TO
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LEVEL 1

AN 120323841 INPADOC ED 20000131 EW 199952 UP 20000131 UW 199952
TI A PROGRESSIVE MULTIFOCAL CONTACT LENS SUITABLE FOR COMPENSATING
PRESBYOPIA
IN ANDREA ALTIERI; ALESSANDRO FILIPPO
INS ALTIERI ANDREA; FILIPPO ALESSANDRO
PA EURO LENS TECHNOLOGY S.P.A.
PAS EURO LENS TECHNOLOGY S P A
DT Patent
PIT AUA1 COMP. SPEC. OPEN TO PUB. INSP.
PI AU 9924254 A1 19990830
AI AU 1999-24254 A 19990203
PRAI EP 1998-830059 A 19980211
WO 1999-EP708 W 19990203
ICM (6) G02C007-00
ICS (6) G02C007-04

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LEVEL 1

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TI A PROGRESSIVE MULTIFOCAL CONTACT LENS SUITABLE FOR COMPENSATING
PRESBYOPIA
IN ALTIERI, ANDREA; FILIPPO, ALESSANDRO
INS ALTIERI ANDREA; FILIPPO ALESSANDRO
INA IT; IT
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PAA IT; IT; IT
TL English; French
LA English
DT Patent
PIT WOA1 PUBL.OF THE INT.APPL. WITH INT.SEARCH REPORT
FDT with international search report
before expiration of time limit for amending the claims and to be
republished in the event of the receipt of the amendments
PI WO 9941633 A1 19990819
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ICS (6) G02C007-04
EPC G02C7/04

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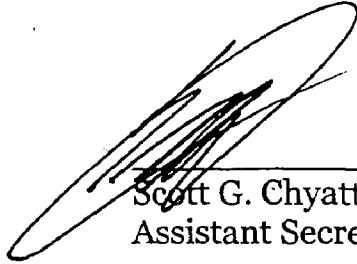
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CERTIFICATION

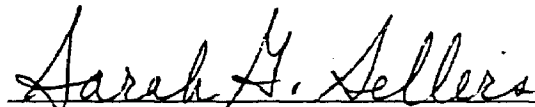
The undersigned, Scott G. Chyatte, Assistant Secretary of CIBA Vision Corporation, a Delaware corporation, hereby states that the attached copy of that certain "License Agreement", dated the 15th day March 1999, is a true and correct copy of the original Agreement.



Scott G. Chyatte
Assistant Secretary

On this the eighth day of February, 2000, before me, the undersigned Notary Public, personally appeared Scott G. Chyatte, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Sarah G. Sellers
Notary Public