

## RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

04-06-2001



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To the Honorable Commissioner of

he attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Oracle Lens Manufacturing Corporation**

101656762

address of receiving party(ies):

Name: **Sola International Inc.**

Internal Address:

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

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

Street Address: **1290 Oakmead Parkway**

Suite 230

City: **Sunnyvale** State: **CA** ZIP: **94085**Execution Date: **10 January 2001**Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

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

A. Patent Application No.(s)

09/173,524

B. Patent No.(s)

6,089,710

04/06/2001 LMUELLER 00000002 09173524

01 FC:581

40.00 DP

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Michael M. Geoffrey**Internal Address: **Gardner, Carton & Douglas**Street Address: **321 North Clark, Suite 3400**City: **Chicago** State: **IL** ZIP: **60610**6. Total number of applications and patents involved: **2**7. Total fee (37 CFR 3.41):.....\$ **80.00**☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

07-0181

04/06/2001 LMUELLER 00000082 09173524

01 FC:581

80.00 DP

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.

Michael M. Geoffrey

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **5**

PATENT

REEL: 011641 FRAME: 0402

04/06/2001 LMUELLER 00000002 09173524  
01 FC:581  
-40.00 DP

**PATENT ASSIGNMENT**

**THIS ASSIGNMENT** is made by Oracle Lens Manufacturing Corporation, a Rhode Island corporation (the "Assignor"), to Sola International Inc., a Delaware corporation (the "Assignee").

**WHEREAS**, Assignor has agreed to assign certain assets to Assignee including the patent and patent pending listed on Schedule A.


**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee the entire right, title and interest in and to the patent and patent pending listed on Schedule A and all foreign counterparts thereof (the "Rights"), including all inventions and improvements described and claimed therein; all patentable inventions; all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; all income, royalties, damages or payments now and hereafter due and/or payable under any of the foregoing with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; and the right to sue for past, present and future infringements of any of the foregoing throughout the world. All such Rights are to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns to the full end of the terms for which such Rights may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, transfer, conveyance and sale had not been made.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all letters patent of the United States on inventions or resulting from applications included within the Rights to Assignee, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute any agreement in conflict herewith.


This Patent Assignment is delivered pursuant to, on the terms of, and subject to the representations and warranties set forth in, that certain Asset Purchase Agreement dated as of November 16, 2000 among Sola International Inc., Oracle Lens Manufacturing Corporation, and the stockholders of Oracle Lens Manufacturing Corporation.

**IN WITNESS WHEREOF**, the Assignor has executed this Assignment as of January 11, 2001.

**ORACLE LENS MANUFACTURING  
CORPORATION**

By:   
Name: Robert L. Miniutti  
Its: President

Subscribed and sworn to before me this  
10 day of January, 2001.

  
\_\_\_\_\_  
Notary Public  
My commission expires: June 27, 2001

**SOLA INTERNATIONAL INC.**

By:  
Name:  
Its:

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**PATENT ASSIGNMENT**

**THIS ASSIGNMENT** is made by Oracle Lens Manufacturing Corporation, a Rhode Island corporation (the "Assignor"), to Sola International Inc., a Delaware corporation (the "Assignee").

**WHEREAS**, Assignor has agreed to assign certain assets to Assignee including the patent and patent pending listed on Schedule A.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee the entire right, title and interest in and to the patent and patent pending listed on Schedule A and all foreign counterparts thereof (the "Rights"), including all inventions and improvements described and claimed therein; all patentable inventions; all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; all income, royalties, damages or payments now and hereafter due and/or payable under any of the foregoing with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; and the right to sue for past, present and future infringements of any of the foregoing throughout the world. All such Rights are to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns to the full end of the terms for which such Rights may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, transfer, conveyance and sale had not been made.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all letters patent of the United States on inventions or resulting from applications included within the Rights to Assignee, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute any agreement in conflict herewith.

This Patent Assignment is delivered pursuant to, on the terms of, and subject to the representations and warranties set forth in, that certain Asset Purchase Agreement dated as of the same date as this Patent Assignment among Sola International Inc., Oracle Lens Manufacturing Corporation, and the stockholders of Oracle Lens Manufacturing Corporation.

**IN WITNESS WHEREOF**, the Assignor has executed this Assignment as of the 11 day of January, 2001.

**ORACLE LENS MANUFACTURING CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Subscribed and Sworn to Before Me this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**SOLA INTERNATIONAL INC.**

By: Steven M. Neil  
Name: Steven M. Neil  
Its: Executive Vice President

Subscribed and Sworn to Before Me this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

*See attached acknowledgment*

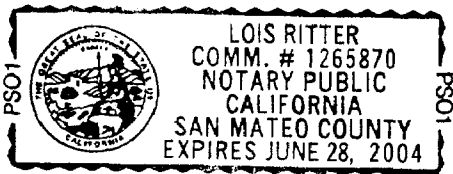
State of CALIFORNIA

County of SANTA CLARA

On January 9, 2001 before me, Lois Ritter,  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Steven M. Neil,  
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Lois Ritter

SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL

- ☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

NUMBER OF PAGES

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

## **SCHEDULE A**

<b><u>Patent No.</u></b>	<b><u>Title</u></b>
6,089,710	Single-Vision Ophthalmic Lens Series

### **Patent Application**

Patent application by Oracle Lens Manufacturing Corporation entitled "Aspheric Lenses" Serial No. 09/173,524 filed on October 15, 1998.