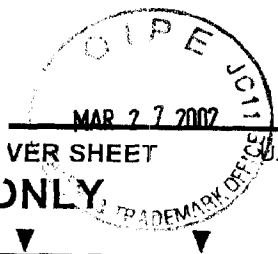


04-02-2002



Form PTO-1595 (Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

COVER SHEET

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102040157

PATENTS ONLY

Tab settings

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

1. Name of conveying party(ies):

Surgical Acuity, Inc.

3.27.02

2. Name and address of receiving party(ies)

Name: Kerr Corporation

Internal Address: 1717 West Collins Avenue Orange, California 92867

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Street Address: 1717 West Collins Avenue

City: Orange State: CA Zip: 92867

Execution Date: 02/02/2002

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

4. 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)

Please see attached list

B. Patent No.(s)

Please see attached list

Additional numbers attached? Yes No

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

Name: Sandra S. Carberry, Legal Dept.

Internal Address: 1717 West Collins Avenue Orange, CA 92867

Street Address: 1717 West Collins Avenue

City: Orange State: CA Zip: 92867

6. Total number of applications and patents involved: 22

7. Total fee (37 CFR 3.41).....\$ 880.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: 501780

(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.

Sandra S. Carberry

Name of Person Signing

Signature

02/20/2002

Date

Total number of pages including cover sheet, attachments, and documents: 8

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

**Exhibit A
Surgical Acuity
Issued Patents**

USA

Patent Number	Date Issued	Serial Number	Date Filed	Product & Description	File #	Sybron File #
5,463,500	10/31/95	08/114,870	8/31/93	2.6-Light-weight Three-element Clinical Viewer	4312-5	90751
6,163,413	12/19/00	08/876,771	6/16/97	2.6-Light-weight Three-element Clinical Viewer	4312-18	90752
5,627,690	05/06/97	08/479,962	06/07/95	2.6-Light-weight Three-element Clinical Viewer	4312-6	90753
5,515,209	5/7/96	08/115,166	8/31/93	3.25-Light-weight High Magnification Clinical Viewer	4312-4	90756
5,790,323	8/4/98	08/480,263	6/7/95	3.25-Light-weight High Magnification Clinical Viewer	58143	90757
5,667,291	9/16/97	08/774,357	5/23/95	ZEON-Illumination Assembly for Dental & Medical Applications	29853.001 F	90758
6,012,827	1/11/00	08/918,398	08/26/97	Zeon Acc.-Mounting Apparatus for Head- & Body-Borne Optics and Illumination Devices (LAWS)	4312-3	90761
6,201,640	3/13/01	09/062,936	4/20/98	Prism-Magnification Viewer	4312-2	90762
5,960,140	9/28/99	08/807,718	2/28/97	Quick release for Fiberoptic Cable	4312-15	90763
6,061,189	5/09/00	08/583,279	1/5/96	2.5-Through-the-lens Binocular Viewer		90755
6,106,159	8/22/00	09/281,036	3/30/99	Quick release for Fiberoptic Cable	4312-17	90770

PATENT

REEL: 012721 FRAME: 0854

**Exhibit B
Surgical Acuity
Application Patents**

USA

Abandoned in USA

Patent Number	Date Issued	Serial Number	Date Filed	Product & Description	File #	Sybron File #
		08/482,647	6/7/95	2.6-Light-weight Three-element Clinical Viewer	58142	90754

Applications

Patent Number	Date Issued	Serial Number	Date Filed	Product & Description	File #	Sybron File #
		09/761,086	1/15/01	Prism-Magnification Viewer	4312-2-CON	90765
		09/741,598	12/18/00	Sliding Bridge for Eyeglass Frame		90783
		09/287,436	4/7/99	Zeon-Illumination Assembly for Dental & Medical Applications	4312-14-1	90759
		60/025,042	8/26/96	Zeon Acc.-Apparatus for Mounting Devices to Spectacles	29853.001 (Y)	90764
		60/069,496	12/15/97	Prism-Adjustable Working Distance High Magnification Surgical Telescopes	63000	90768
		60/297,719	6/11/01	EyeLite TTL & EyeMax Hinge & Prisms-Loupe Hinge for Magnification View (can't 09/761,086 and 09/062,936)	4312-38-PROV	90769
		60/171,145	12/16/99	Sliding Bridge for Eyeglass Frame	4312-1-PROV	90771
		60/021,562	7/11/96	Face Shield attachment to Head-Mounted Apparata	29853.001 (X)	90772
		60/012,608	3/1/96	Quick release connector for fiberoptic cables		90784

PATENT

REEL: 012721 FRAME: 0855

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT is made this 1st day of February, 2002 by and between Surgical Acuity, Inc., a Delaware corporation (hereinafter also referred to as "Assignor"), and Kerr Corporation, a Delaware corporation (hereinafter also referred to as "Assignee").

WHEREAS, Assignor is the sole and exclusive owner of and holds good and marketable title to the issued United States and foreign patents identified at Exhibit A, attached hereto, and in and to the inventions described therein (collectively referred to as the "Issued Patents");

WHEREAS, Assignor is the sole and exclusive owner of and holds good and marketable title to the United States and foreign patent applications, international convention (e.g. PCT) applications, pending as of the date of this Assignment as identified at Exhibit B, attached hereto, and in and to the inventions described therein (collectively referred to as the "Patent Applications");

WHEREAS, Assignor is the sole and exclusive owner of and holds good and marketable title to the invention disclosures identified and described at Exhibit C, that are not yet the subject of a patent application or issued patent (unless otherwise designated) as of the date of this Assignment, and in and to the inventions described therein (collectively referred to as the "Invention Disclosures");

WHEREAS the term "Patent Rights" as hereby defined as the Issued Patents, Patent Applications, and Invention Disclosures as defined herein, alone and/or in combination, further includes any divisional, continuation, continuation-in-part, reissue, reexamination, extension, foreign, and international patent applications and patents thereof;

WHEREAS, Assignor desires to grant the entire right, title, and interest in and to the Patent Rights to Assignee, subject to the Representations and Warranties noted in the "Purchase and Sale Agreement" by and among Kerr Corporation, Surgical Acuity, Inc. and Colorado Mezzanine Fund, LTD, dated January 31, 2002.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, its successors and assigns, the entire right, title and interest throughout the United States of America and the territories thereof, for all foreign countries and under all international agreements in and to said inventions, the aforesaid Patent Rights, all other applications hereafter filed in the United States, in any other country, or under any international agreement based in whole or in part on said Patent Rights, and all Letters Patents granted upon said Patent Rights by the United States, by any other country or under any international agreement, including: (i) the right to sue and collect damages for past infringements of the Patent Rights (ii) the right to sue and collect damages for future infringements of the Patent Rights; and (iii) the right to sue and collect damages for infringement of any provisional rights for any publications relating to the Patent Rights.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all Letters Patents issuing from the Patent Rights assigned hereunder to Assignee or its assigns.

Assignor further grants to Assignee, its successors and assigns, the right to claim for any of said applications the full benefits and priority rights of any international agreement between the United States and any foreign country or countries or between any other countries.

Assignor hereby warrants that Assignor has the full right to make the conveyance herein, and Assignor hereby covenants that

Assignor will, when requested by Assignee, communicate to Assignee, its representatives, successors and assigns, all facts known respecting the Patent Rights, execute all divisional, continuing, reissue, reexamination, domestic, and foreign or international applications relating to the Patent Rights, together with individual assignments therefor, make all rightful oaths, sign all lawful papers, with reasonable costs, other than attorney's fees, to be paid for by Assignee, testify in any legal proceedings with reasonable costs, including attorney's fees, which are approved in advance by Assignee to be paid for by Assignee and generally do everything reasonably practicable to aid Assignee in the enforcement of the Patent Rights. In addition, Assignor also agrees, when requested by Assignee, to execute all divisional, continuation, reissue, reexamination, domestic, and foreign or international applications for obtaining any subsequent patents which relate to the Patent Rights.

Assignor will use its best efforts to ensure that the inventors of the Patent Rights, when requested by Assignee, communicate to Assignee, its representatives, successors and assigns, all facts known respecting the Patent Rights, execute all divisional, continuing, reissue, reexamination, domestic, and foreign or international applications relating to the Patent Rights, together with individual assignments therefor, make all rightful oaths, sign all lawful papers, testify in any legal proceedings with reasonable costs, including attorney's fees, which are approved in advance by Assignee to be paid for by Assignee and generally do everything reasonably practicable to aid Assignee in the enforcement of the Patent Rights. In addition, Assignor also agrees to use its best efforts to ensure that the inventors of the Patent Rights, when requested by Assignee, will execute all divisional, continuation, reissue, reexamination, domestic, and foreign or international applications for obtaining any subsequent patents which relate to the Patent Rights.

Assignor and Assignee hereby recognize the exclusive right of Assignee to autonomously make any decisions regarding the Patent Rights without limitation, including but not limited to decisions on filing for Letters Patents on the Patent Rights, prosecution matters related to the Patent Rights, maintenance of the Patent Rights, and abandonment and enforcement of the Patent Rights.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals at the location and on the date indicated with our signatures.

SURGICAL ACUITY, INC.

Date: January 31, 2002

By: [Signature]

Its: Vice President / Secretary

STATE OF Wisconsin)
) SS
 COUNTY OF Dane)

Before me on this 31 day of January, 2002, came Brian Wilt, to me known to be the person named in the foregoing assignment and he/she acknowledges his/her execution thereof to be his/her free act and deed.

[Signature]
 Notary Public,
 State of Wisconsin

My Commission Expires:

(SEAL)

AGREED AND ACCEPTED:

KERR CORPORATION

By: [Signature]
 Its: President

Mke/5186686.2