

A0785.70002US00

NUNC PRO TUNC ASSIGNMENT

WHEREAS, the assignment executed by Stephen Cleary on March 18, 2003 and Keir Dillon on March 19, 2003, incorrectly identified the corporation's name as "Anon Optics", rather than The Burton Corporation, this *nunc pro tunc* assignment is intended to correct this error and properly reflect our actual intent as of March 18, 2003 and March 19, 2003, respectively.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, we, the undersigned, **Stephen Cleary**, 25 Randall Street, Waterbury, VT 05676 and **Keir Dillon**, 3287 Highland Boulevard, North Vancouver, B.C. Canada V7R 2X7; hereby:

Sell, assign and transfer to **The Burton Corporation**, a Delaware corporation having a place of business at 80 Industrial Parkway, Burlington, VT 05401, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, *nunc pro tunc* March 18 and 19, 2003, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters Patent filed in the United States Patent and Trademark Office, on January 3, 2003 and assigned Serial No. 29/173,705 and entitled **GOGGLE FRAME**, and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority;

Agree that said Assignee may apply for and receive Letters Patent for said inventions in its own name; and when requested, without charge to but at the expense of said Assignee, we agree to carry out in good faith the intent and purpose of this assignment, by executing all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to said Assignee all facts known to us relating to said inventions and the history thereof, and generally by doing everything reasonably possible which said Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignee;

Request the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to said Assignee; and

Covenant with said Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us/mc.

PATENT

REEL: 015453 FRAME: 0074

11.22.04
Date

Stephen Cleary
Stephen Cleary

STATE OF _____
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____

SEAL

Notary Public
My Commission Expires _____

Date

Keir Dillon

STATE OF _____
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____

SEAL

Notary Public
My Commission Expires _____

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Date _____ **Stephen Cleary** _____

STATE OF _____
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____.

SEAL _____
Notary Public

My Commission Expires _____

Oct 23 2004
Date

[Signature]
Kate Dillon

STATE OF _____
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____.

SEAL _____
Notary Public

My Commission Expires _____

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