## DOCKET NO. A0785.70002US00

## PATENTS ONLY

FORM PTO-1595 U.S. (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)	rs only	DEPARTMENT OF COMMERCE Patent and Trademark Office		
To the Commissioner for Patents : Please record the attached original documents or copy thereof.				
Name of conveying party(ies):     Stephen Cleary and Keir Dillon	Name and address     Name:	s of receiving party(ies) The Burton Corporation		
Additional name(s) of conveying party(les) attached? [ ] Yes [X] No	Internal Address:			
3. Nature of conveyance:  [] Assignment [] Merger [] Security Agreement [] Change of Name [X] Other Nunc Pro Tunc Assignment  Execution Date:November 22, 2004 and October 23, 2004	Street Address: Additional name(s) & address	80 Industrial Parkway Burlington, VT_05401  ses(es) attached? [] Yes [X] 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)  B. Patent No.(s)  29/173,705  Additional numbers attached? [ ] Yes [X] No				
5. Name and address of party to whom correspondence Concerning document should be mailed:  Name: Jason M. Honeyman Address: Wolf, Greenfield & Sacks, P.C. Federal Reserve Plaza 600 Atlantic Avenue Boston, MA 02210  6. Total number of applications and patents involved 7. Total fee (37 CFR 3.41)  [X] Enclosed  [] Authorized to be charged to deposit account The Commissioner is authorized to charge any deficiencies in the enclosed payment to:  8. Deposit Account No: 23/2825		charged to deposit account uthorized to charge any osed payment to:		
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.				
Neil P. Ferraro  Name of Person Signing	Signature	December <u>/3</u> , 2004		
Total number of pages including cover sheet, attachments, and document: [4]				

Mail Stop Assignment Recordation Services Director - U.S. Patent and Trademark Office PO Box 1450, Alexandria, VA 22313-1450 H \$40.00 232825 29173

## **NUNC PRO TUNC ASSIGNMENT**

WHEREAS, the assignment executed by Stephen Cleary on March 18, 2003 and Keir Dilion on March 19, 2003, incorrectly identified the corporation's name as "Anon Optics", rather than The Burton Corporation, this *nunc pro tune* 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/me.

PATENT

**REEL: 015453 FRAME: 0074** 

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11,2204 Date		wes
Date	Stephen Cleary	
STATE OF: COUNTY OF:		O
Subscribed and sworn to before me this _	day of	
SEAL		Notary Public
	My Commission Expires	
Date	Keir Dillon	-1-11
STATE 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:	
	day of
SEAL	Notary Public
Oct 23 2004	My Commission Expires
STATE OF: COUNTY OF:	Ketr Dillon
Subscribed and swom to before me this	day of
SEAL	Notary Public
	My Commission Expires
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**RECORDED: 12/13/2004**