

FORM PTO-1595

(Rev. 3-01)

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

RECORDATION FORM COVER SHEET

U.S. Department of Commerce
Patent and Trademark Office

PATENTS ONLY

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

1. Name of conveying party(ies):

Mark A. Raymond

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

Name and address of receiving party(ies)

Name: Genie Lens Technologies, LLC
Street address: 691 Corporate Circle,
Golden, CO 80401-5647Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: February 28, 2006

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) 11/182,29011/257,19111/252,910B. Patent No.(s) 6,781,7616,943,9536,984,425

Attorney Docket No.:

Additional numbers attached? ☐ Yes ☒ No

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

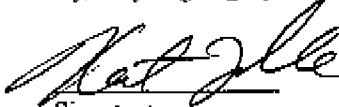
Name: Kent A. Lembke
Company: Hogan & Hartson L.L.P.
Street Address: One Tabor Center
1200 17th Street, Suite 1500
City: Denver State: CO Zip: 802026. Total number of applications and patents involved: 67. Total fee (37 CFR 3.41) \$240.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number: 50-1123
Authorized User Name: Hogan & Hartson L.L.P.

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.*Kent A. Lembke
Name of Person signing
Signature3/10/06
DateTotal number of pages including cover sheet, attachments and document: 5Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT ASSIGNMENT OF RIGHTS

THIS PATENT ASSIGNMENT is made from Mark A. Raymond ("*Assignor*") to Genie Lens Technologies, LLC a Colorado limited liability company, with its principal offices at 691 Corporate Circle, Golden, Colorado 80401-5647 ("*Assignee*").

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the patents issued by and patent applications filed with the United States Patent and Trademark Office or issued or filed internationally as set forth on Exhibits A and B attached hereto (the "*Patents and Patent Applications*").

NOW, THEREFORE, for good and valuable consideration including \$2,000,000 in cash and the assumption of all liabilities and obligations under that certain Amended and Restated Promissory Note between Denver Coating and Laminating, LLC, as Borrower, and Westcliffe Funding, LLC, as Lender, dated April 1, 2005, and subsequently assigned and assumed by Mark Raymond, as Successor Borrower, including the obligation to pay outstanding principal and accrued but unpaid interest thereon, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee, its successors and assigns all of Assignor's entire right, title and interest in and to the Patents and Patent Applications, including any divisions, continuations or reissues thereof, and all rights of priority resulting from the filing in the United States of the Patents and Patent Applications, and any and all applications for patent and patents issuing therefrom in any and all countries of the world, including all provisional, divisions, reissues, continuations and extensions thereof, and all rights of priority resulting from the filing in the United States or elsewhere of the respective applications for said Patents and Patent Applications identified above, the same to be held and enjoyed by Assignee for its own use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the Patents and Patent Applications are or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patents and Patent Applications with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives; provided, however, Assignee will be responsible for those costs and expenses reasonably incurred by Assignor in carrying out Assignor's obligations pursuant to this paragraph.

Assignor agrees that, on request and without further consideration, Assignor will communicate to Assignee or its representatives or nominees any facts known to Assignor respecting the Patents and Patent Applications and the inventions set forth therein, and will at Assignee's expense testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything reasonably requested by Assignee to aid Assignee, its successors, assigns and nominees to obtain, maintain, and enforce patent protection in any country for the inventions set forth in the Patents.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer effective on the 28th day of February, 2006.

ASSIGNOR:



MARK A. RAYMOND

EXHIBIT A
ISSUED PATENTS

ATTY MATTER NO.	ATTY DOCKET NO.	APPLICATION NO.	FILING DATE	PATENT NO.	ISSUE DATE
99444.0002	RAYM0001	10/230,751	08/29/2002	6,781,761	08/24/2004
99444.0002.002	RAYM0001 CIP	10/925,179	08/29/2002	6,943,953	09/13/2005
99444.0003.000	RAYM0002	10/299,343	11/19/2002	6,984,425	01/10/2006

EXHIBIT B**PENDING APPLICATIONS**

ATTY MATTER NO.	ATTY DOCKET NO.	APPLICATION NO.	FILING DATE
99444.0002.003	RAYM0001 CIP DV1	11/182,290	07/15/2005
99444.0002.004	RAYM0001 CIP DV2	11/257,191	10/24/2005
99444.0003.001	RAYM0002 DIV	11/252,910	10/18/2005
99444.0002.010	RAYM0001 CAN	2,493,647	07/28/2003
99444.0002.020	RAYM0001 MEX	PA/a/2005/002266	07/28/2003
99444.0002.960	RAYM0001 EPO	03791610.3	07/28/2003

\\BQ - 26142/0001 - 184774 v1