

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Complaint and Notice of Claim to Title Under MPEP 313 (see document for details)

CONVEYING PARTY DATA

Name	Execution Date
Mr. Stuart A. Parnell	09/20/2006

RECEIVING PARTY DATA

Name:	Ono's Trading Company, LLC
Street Address:	1606B Industrial Park Circle
City:	Mobile
State/Country:	ALABAMA
Postal Code:	36693-5648

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7093935

CORRESPONDENCE DATA

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NAME OF SUBMITTER:	Van Koppersmith
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Total Attachments: 53
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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

ONO'S TRADING COMPANY, LLC;)
VAN KOPPERSMITH; DON GRADY;)
KELLY GRADY; DAVID PATRICK)
KELLEY and JOE D. DUNNAM;)

Plaintiffs)

Vs.)

Case No.: 04-0706-CG-C)

STUART A. PARNELL; PATTI M.)
PARNELL; THE NAUTICAL GROUP,)
LLC; PMP, LLC d/b/a THE NAUTICAL)
GROUP; SLT, LLC, d/b/a THE)
NAUTICAL GROUP; LIEN TRAN;)
TRI TRAN; and TRAN ENTERPRISES,)
INC. d/b/a EYE EXPRESS,)

Defendants.)

FOURTH AMENDED COMPLAINT

PARTIES

1. Plaintiff Ono's Trading Company, LLC (hereafter "Ono's" or "Company") is a limited liability company organized under the laws of the State of Alabama and at all material times doing business in Mobile County, Alabama.

2. Plaintiff Van Koppersmith is over the age of nineteen (19) years and at all material times a resident of Mobile County, Alabama.

3. Plaintiff Don Grady is over the age of nineteen (19) years and at all material times a resident of Mobile County, Alabama.

4. Plaintiff Kelly Grady is over the age of nineteen (19) years and at all material times a resident of Mobile County, Alabama.

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5. Plaintiff David Patrick Kelley is over the age of nineteen (19) years and at all material times a resident of Mobile County, Alabama.

6. Plaintiff Joe D. Dunnam is over the age of nineteen (19) years and at all material times a resident of Mobile County, Alabama.

7. Defendant Stuart A. Parnell (hereafter "Parnell") is over the age of nineteen (19) years and at all material times a resident of Mobile County, Alabama.

8. Defendant Patti M. Parnell is over the age of nineteen (19) years and at all material times a resident of Mobile County, Alabama.

9. Upon information and belief, defendant The Nautical Group, LLC is an entity organized under the laws of Delaware that was operated for some period of time by defendant Stuart Parnell and an individual named Stephen Brabner and at all material times doing business in Mobile County, Alabama. On or about October 5, 2004, Stuart Parnell purchased all of the membership interest of Stephen Brabner in the company known as The Nautical Group, LLC. Upon information and belief, Mr. Parnell is currently the sole member of The Nautical Group, LLC.

10. Upon information and belief, defendant PMP, LLC d/b/a The Nautical Group is an entity organized under the laws of the State of Alabama by Patti M. Parnell, the wife of Stuart A. Parnell, and at all material times doing business in Mobile County, Alabama.

11. Upon information and belief, defendant SLT, LLC, d/b/a The Nautical Group is an entity organized under the laws of the State of Alabama by Stuart Parnell and an individual named Lien Tran and at all material times doing business in Mobile County, Alabama.

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JURISDICTION AND VENUE

12. This is an action for declaratory, injunctive and monetary relief based on claims asserted under federal and state law. Based on the claims outlined in this complaint, plaintiffs request a declaratory judgment in their favor pursuant to 28 U.S.C. §§2201 and 2202.

13. This Court has jurisdiction over the federal claims in this case pursuant to 28 U.S.C. §1331 and 28 U.S.C. §1338 and supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. §1367.

14. Venue in this judicial district is proper pursuant to 28 U.S.C. §1391(b), as all of the defendants reside or are situated in this judicial district and/or because a substantial part of the events or omissions giving rise to the claims occurred in this judicial district.

FACTUAL ALLEGATIONS

15. On October 22, 2003, Parnell formed Ono's Trading Company, LLC for the purpose of engaging in the business of selling specialty eyewear. Specifically, the business objective of Ono's was to purchase, manufacture, market and sell a multi-focal sunglass products (sunglasses with a built in multi-focal segment) that Parnell had conceived during a fishing trip.

16. Upon information and belief, at the formation of the Company, Parnell made a one-time capital contribution of \$1,000.

17. As the Company's sole member, managing member and registered agent, Parnell owed certain fiduciary duties to the Company.

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18. In November, 2003, Parnell filed an application for Letters Patent in the United States Patent and Trademark Office ("USPTO"), Application No.: 10/720,879 entitled "Multifocal Sunglasses, Glasses, and Lenses" (hereinafter "First Patent Application"), on the multi-focal sunglass product to be marketed and sold by Ono's.

19. In late 2003 through early 2004, and based upon the representations of Parnell regarding Ono's business and pending patent application, several investors purchased an interest in and became members of Ono's. These new investors included plaintiffs Van Koppersmith, Don Grady, Kelly Grady, David Patrick Kelley, and Joe D. Dunnam ("Plaintiff Members").

20. With the money from Plaintiff Members, Ono's began producing, marketing and selling the multi-focal sunglass products. After additional contributions of cash and effort by Plaintiffs, the business began to take off.

21. Since its inception, Ono's has used the mark "ONO" or "ONO'S TRADING COMPANY" in the conduct of its business operations. Further, Ono's has always affixed its company logo to its sunglass products.

22. On or about April 19, 2004, Parnell assigned the First Patent Application to Ono's.

23. Due to personal financial difficulties, Parnell filed Chapter 13 bankruptcy on April 30, 2004. Parnell did not disclose this information to the other members of Ono's until they independently learned about his bankruptcy and questioned him about the situation.

24. On or about July 6, 2004, Parnell filed a motion with the Bankruptcy Court requesting that he be allowed to sell his remaining membership interest in Ono's to the

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Company. In that motion, Parnell stated that he was "in need of funds in order to successfully pay his payments to the Chapter 13 trustee" and that he believed the sale price was a fair and reasonable price for his shares.

25. After a hearing relating to the sale of Parnell's remaining shares in Ono's, the Bankruptcy Court on August 17, 2004 entered an order granting Parnell's motion to sell his shares in Ono's to the Company.

26. On August 18, 2004, Parnell and Ono's entered into an agreement entitled "Agreement Regarding Sale," a copy of which is attached hereto as Exhibit A. In the Agreement Regarding Sale, Parnell agreed to sell his 41.7% ownership interest in Ono's to Ono's, in return for \$65,000 (\$50,000 cash and assumption of a \$15,000 loan previously made to Parnell by certain Plaintiff Members.

27. Paragraph 3 of the Agreement Regarding Sale provided that Parnell would execute any documents necessary to effect full transfer of the First Patent Application to Ono's and confirmed that he has no interest whatsoever in the First Patent Application:

Upon payment as provided herein, Parnell agrees to execute any documents necessary to transfer his interest in the patent which he has previously transferred to Ono's. The parties acknowledge that the attorneys handling the patent matter may need additional documents signed by Parnell, although Parnell acknowledges that he has no current interest in said patent.

28. Paragraph 4 of the Agreement Regarding Sale provided that Parnell would make no efforts to damage the future business interests of Ono's:

The parties acknowledge that as a result of the business activities certain ill will existed between and among them. Therefore, the parties agree that they will not engage in defamatory remarks with regard to each other and will make

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no efforts to damage the future business interest of each other.

29. Also on August 18, 2004, Parnell executed a document entitled "Assignment of Membership Interest," a copy of which is attached hereto as Exhibit B. By way of this document, Parnell assigned "all . . . membership interest in Ono's Trading Company" to the Company."

30. Also on August, 18, 2004, Parnell executed a document entitled "Assignment Nunc Pro Tunc," a copy of which is attached hereto as Exhibit C. In this document, Parnell assigned to Ono's "the entire right, title, and interest in and to the said invention and application [First Patent Application], and in and to any and all continuations, continuations-in-part, or divisions thereof"

31. Unbeknownst to Plaintiffs, however, the purchase of Parnell's ownership interest in Ono's, and the assignment of the First Patent Application, was a sham. Indeed, Plaintiffs did not discover until after the August 18th purchase that Parnell had been secretly engaging in activities, in direct contravention of his fiduciary duties, to essentially steal the Ono's business away from the Plaintiffs.

32. For example, prior to the sale of his remaining interest in Ono's, Parnell started doing business under the name of The Nautical Group, LLC in the specialty sunglass business in competition with Ono's. Specifically, Parnell and Stephen Brabner conspired to create The Nautical Group, LLC, to steal Ono's trade secrets and to sell the multi-focal sunglasses subject to the First Patent Application under the Ono's trademark.

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33. Parnell also conspired with his wife, Patti M. Parnell, to organize PMP, LLC d/b/a The Nautical Group, to steal Ono's trade secrets, and to sell the multi-focal sunglasses subject to the First Patent Application under the Ono's trademarks.

34. To this day, Defendants continue to sell the multi-focal sunglasses subject of the First Patent Application, which was assigned to Ono's.

35. Further, Defendants have used (and continue to use) Ono's trade secrets and intellectual property in a deliberate effort to drive Ono's out of business.

36. More specifically, while Parnell was still the managing member of Ono's, he and the other members of the Company were engaged in efforts to create and develop an improved method of multi-focal lens production. This improved production method yields the exact same product claimed in the First Patent Application (the multi-focal sunglasses), but does so through production methods that are cheaper, faster and better than that previously used by Ono's (which required labor-intensive grinding and polishing of thick lenses down to thinner lenses).

37. The development of this improved production method was considered confidential by the members of Ono's as they continued to invest in and develop the technology.

38. While a member of the Company, Parnell was aware of Ono's investment in, development of, and desire to use the improved production method.

39. While a member of the Company, Parnell encouraged and assisted Ono's with the development of and transition to the improved production method.

40. At no time while a member of the Company did Parnell object to Ono's investment in, development of or transition to the improved production method. In fact,

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Parnell assisted Ono's with its negotiation with a third-party lens supplier bidding for the right to produce Ono's new multi-focal lenses.

41. Relying upon its belief that the improved production method was a company asset and trade secret, Ono's made further investments in time and money and eventually transitioned its business to the improved production method. Over time, Ono's invested hundreds of thousands of dollars developing the improved production method.

42. When Ono's purchased Parnell's remaining membership interest, Plaintiffs understood that all of the interest in the Company, including the good will, intellectual property, and trade secrets relating to the improved production method, were to remain with Ono's.

43. However, as described above, Parnell had another objective in mind, which was to unfairly compete with Ono's and drive it out of business. To that end, on September 1, 2004 (exactly two weeks after the August 18th closing), Parnell filed a second application for United States Letters Patent in the United States Patent and Trademark Office, Application No.: 10/931,330 entitled "Multifocal Sunglasses, Glasses, and Lenses" (hereinafter "Second Patent Application"), on the improved production method developed, funded and utilized by Ono's. Parnell identified himself as the sole inventor and owner of the invention disclosed in the Second Patent Application.

44. In the Second Patent Application, Parnell copied much of the disclosure made in the First Patent Application. In fact, Parnell stated in the Second Patent Application: "United States Patent Application No. 10/720,879 [First Patent Application, which had been assigned to Ono's], entitled Multifocal Sunglasses, Glasses, and

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Lenses, and filed on November 24, 2003, is herein incorporated by reference, in its entirety.”

45. In addition to claiming the improved production method as his invention, Parnell also claimed ownership of the actual multi-focal sunglass product, which was the subject of the First Patent Application (and that had been assigned to Ono's). In other words, Parnell claimed in the Second Patent Application both the multi-focal sunglasses and the improved method of making them as his invention.

46. Meanwhile, in early 2005, the USPTO issued a Notice of Allowance of the First Patent Application, signaling that the patent would issue within the next several months.

47. Then, on March 30, 2005, unbeknownst to Plaintiffs, Parnell sent a facsimile to the USPTO “officially protesting patent application 10/720,879 [the First Patent Application assigned to Ono's], claiming that he was the inventor of the sunglasses and insisting that the patent should not issue. After Parnell sent two additional facsimiles in April, 2005, the USPTO cancelled the application and the patent never issued.

48. The Second Patent Application (in Parnell's name), however, has now issued as Patent No. 7,093,935.

49. Since the issuance of the '935 patent, Parnell has personally contacted Ono's lens supplier and threatened legal action should it not immediately turn over all profits, recall all manufactured lenses and cease further lens production.

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CAUSES OF ACTION

Count I – Unfair Competition (Lanham Act)

50. Plaintiffs incorporate by reference paragraphs 1 through 49, and bring the following claim for unfair competition, pursuant to 15 U.S.C. §1125, against the defendants.

51. Ono's owns and/or exercises the rights to those trademarks listed in Exhibit "D" hereto. These trademarks were developed as part of the identity of Ono's and have been continuously used and held out as trademarks by Ono's in their marketing efforts.

52. All advertising and products of Ono's, or under their authority, have been manufactured, marketed and sold using certain trademarks and trade names, including, but not limited to, the specific logo used on products of Ono's Trading Company, LLC.

53. Notwithstanding Parnell's actual knowledge of these trademarks, Defendants have adopted and used these trademarks in conjunction with the sale or attempted sale of similar and/or identical sunglass products.

54. Defendant's use of Ono's trademarks as alleged constitutes the use of a "word, term, name, symbol . . . [or] false designation of origin . . . which . . . is likely to cause confusion, or to cause mistake, or to deceive as to . . . the origin, sponsorship, or approval of [its] goods, services, or commercial activities" in violation of section 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A).

55. Plaintiffs have been and, in the absence of injunctive relief, will continue to be irreparably injured and damaged by Defendants' violations of section 43 of the Lanham Act, as hereinabove alleged. In addition, the public will be confused or

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deceived into believing that the sunglasses offered, and commercial activities undertaken, by Defendants are those of, or are sponsored or approved by or otherwise affiliated with Ono's. Defendants' conduct has impaired and, unless enjoined by the Court will continue to impair, the value of Ono's trademarks, reputation and goodwill. Plaintiffs have no adequate remedy at law.

56. Plaintiffs were injured and continue to be injured by Defendants' infringement of Ono's trademarks. Plaintiffs have suffered monetary loss in an amount to be determined, and subject to a treble damages award pursuant to 15 U.S.C. § 1117.

57. Alternatively, Plaintiffs are entitled to recover statutory damages.

58. In light of Defendants' willful and malicious conduct, this is an exceptional case under 15 U.S.C. § 1117, and Plaintiffs are entitled to an award of their attorneys' fees.

WHEREFORE, premises considered, Plaintiffs demand judgment against defendants for preliminary and permanent injunctive relief, declaratory judgment, compensatory damages, punitive damages, and such other and different relief to which they may be entitled under the circumstances.

Count II – Unfair Competition Under Alabama Law

59. Plaintiffs repeat and reallege paragraphs 1 through 58 as if fully set forth herein.

60. Plaintiffs have expended significant sums of money in advertising and marketing products featuring its trademarks, and in creating a consumer demand for such products in Alabama and elsewhere in the United States. As a result, these products are becoming more widely known and accepted.

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61. Defendants have distributed, sold and/or offered for sale unauthorized and/or counterfeit sunglass products and related merchandise bearing exact copies and/or replicas of Ono's trademarks in Alabama, thereby "palming off" or attempting to pass them off as products authorized or distributed by Ono's.

62. Defendants have knowingly and willfully appropriated Ono's trademarks in an effort to create the impression that Defendants' counterfeit products are sanctioned by Ono's, in order to misappropriate all of the goodwill associated with Ono's trademarks.

63. Defendants' acts, as described above, constitute "palming off" and unfair competition under Alabama common law and under Alabama Code §8-12-1 et seq., and will, unless enjoined by this Court, result in the destruction and/or dilution of the goodwill of Ono's trademarks and of Ono's valuable property rights to the unjust enrichment of Defendants.

64. The unauthorized products which are sold by Defendants are calculated and likely to deceive and mislead the purchasers who buy them in the belief that they originate with or are authorized by Ono's.

65. The continued palming off or passing off by Defendants of such unauthorized products as if such products originated with or were authorized by or associated with Ono's, has caused and, unless restrained, will continue to cause serious and irreparable injury to Ono's.

66. Plaintiffs have been and, in the absence of injunctive relief will continue to be, damaged by Defendants' acts of unfair competition. In addition, the public will be confused or deceived into believing that the products and services provided, and

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commercial activities undertaken, by Defendants are those of, or are sponsored or approved by or otherwise affiliated with, Plaintiffs. Defendants' conduct has impaired and, unless enjoined by the Court will continue to impair, the value of Plaintiffs' trademarks, and Plaintiff's reputation and goodwill. Plaintiffs have no adequate remedy at law.

67. Defendants committed the acts alleged herein intentionally, fraudulently, maliciously, willfully, wantonly and oppressively with the intent to injure Ono's and its business.

WHEREFORE, premises considered, Plaintiffs demand judgment against defendants for preliminary and permanent injunctive relief, declaratory judgment, compensatory damages, punitive damages, and such other and different relief to which they may be entitled under the circumstances.

Count III – Breach of Contract

68. Plaintiffs restate and reallege paragraphs 1 through 67 as if fully set forth herein.

69. Parnell assigned all rights in the First Patent Application to Ono's while he was still a member of the Company.

70. As part of the purchase of his remaining interest in the Company, Parnell agreed to sign all documents necessary to insure the full assignment of all rights to the above referenced patent application and pending patent. Parnell also agreed that he "will make no efforts to damage the future business interest of [Ono's]."

71. Despite these agreements, Parnell has engaged in the above activity to defeat the First Patent Application, and at the same time use this First Patent

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Application to his benefit by incorporating it in its entirety in his Second Patent Application. Parnell's actions in this regard constitute a breach of the Agreement Regarding Sale, Assignment of Membership Interest and Assignment Nun Pro Tunc and were undertaken fraudulently and in bad faith.

72. Plaintiffs have been damaged as a result of this breach of contract by Parnell.

WHEREFORE, premises considered, Plaintiffs demand judgment against defendants for preliminary and permanent injunctive relief, declaratory judgment, compensatory damages, punitive damages, and such other and different relief to which they may be entitled under the circumstances.

Count IV – Breach of Fiduciary Duty

73. Plaintiffs repeat and reallege paragraphs 1 through 72 as if fully set forth herein.

74. As founder, member and managing member of Ono's, Parnell owed certain fiduciary duties to the Company and its members.

75. While Parnell was still a member of Ono's, the Plaintiff Members placed certain confidence and trust in Parnell as the managing member and expected that Parnell would act in the best interest of the Company in accordance with his fiduciary duties.

76. Parnell has breached his fiduciary duties to Ono's and its members, by misappropriating trade secrets, usurping business opportunities, engaging in direct competition with Ono's while still a member of the Company and by engaging in the other improper conduct outlined above.

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77. Parnell's actions in this regard were undertaken fraudulently and in bad faith.

WHEREFORE, premises considered, Plaintiffs demand judgment against defendants for preliminary and permanent injunctive relief, declaratory judgment, compensatory damages, punitive damages, and such other and different relief to which they may be entitled under the circumstances.

Count V – Conversion

78. Plaintiffs repeat and reallege paragraphs 1 through 77 as if fully set forth herein.

79. Plaintiffs have obtained certain property rights in their intellectual property, trademarks and other trade secrets in the course of conducting their business.

80. Defendants have converted for their use Plaintiffs' intellectual property rights without any authorization.

81. Upon information and belief, Defendants have also converted for their own use actual sunglass products and related merchandise without authorization or permission from Plaintiffs and continue to exert control over those items.

82. Defendants' actions in this regard were undertaken fraudulently and in bad faith.

WHEREFORE, premises considered, Plaintiffs demand judgment against defendants for preliminary and permanent injunctive relief, declaratory judgment, compensatory damages, punitive damages, and such other and different relief to which they may be entitled under the circumstances.

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Count VI – Misappropriation of Trade Secrets

83. Plaintiffs repeat and reallege paragraphs 1 through 82 as if fully set forth herein.

84. As part of its business operations, Ono's has acquired and employs certain trade secrets which have significant economic value.

85. While a member and the managing member of Ono's, Parnell had access to this confidential and proprietary trade secret information.

86. By engaging in the use of improper means such as fraud, misrepresentation, breach of confidence or other improper behavior, Parnell has obtained and continues to use to his benefit and the benefit of the remaining Defendants those trade secrets owned by Ono's. These actions constitute misappropriation of Ono's trade secrets under Alabama Code §8-27-1 et seq.

87. Plaintiffs have been damaged and will continue to suffer irreparable harm if Defendants are not enjoined from the continued use of these misappropriated trade secrets.

88. Defendants' actions in this regard were undertaken fraudulently and in bad faith.

WHEREFORE, premises considered, Plaintiffs demand judgment against defendants for preliminary and permanent injunctive relief, declaratory judgment, compensatory damages, punitive damages, and such other and different relief to which they may be entitled under the circumstances.

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Count VII – Fraud

89. Plaintiffs repeat and reallege paragraphs 1 through 88 as if fully set forth herein.

90. Parnell induced the Plaintiff Members to invest in Ono's and in its sunglass products by representing that the Company would use and benefit from the First Patent Application (and resulting issued patent) to manufacture, market and sell multi-focal sunglasses.

91. Parnell further represented that as a member of Ono's, he would use his best efforts to promote this new sunglass product for the benefit of Ono's.

92. As a further inducement to get the Plaintiff Members to invest in Ono's, Parnell also represented to them that he would transfer any rights he had in the First Patent Application, including any continuations thereof, to Ono's through a valid assignment.

93. As managing member of Ono's, Parnell owed certain fiduciary duties and other duties of good faith and fair dealing to the Company and its members.

94. Ono's initially began producing, marketing and selling multi-focal sunglasses produced through a labor and cost intensive procedure that involved grinding and polishing of thick lenses.

95. During the time that Parnell was still a member of Ono's, he and the other members began developing an improved method of producing the multi-focal lenses that was cheaper, faster and better than that previously used by Ono's. This information was considered and treated as a Company trade secret and was maintained as confidential by its members.

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96. After the Company had invested substantial financial resources in the development of the improved production method, the Plaintiff Members discovered that Parnell was individually involved in a Chapter 13 bankruptcy proceeding. Parnell indicated that he needed money and requested that the other members of Ono's purchase his remaining membership interest in the company.

97. Prior to that time, Parnell had suppressed the fact that he had filed Chapter 13 bankruptcy and continued to work with the Plaintiff Members, using their resources and the resources of the Company to develop the improved production method.

98. Parnell induced the Plaintiff Members to purchase his remaining membership interest by misrepresenting the nature of the interest he intended to sell and/or by suppressing the fact that he intended to take for his own benefit the ideas, information and technology relating to the improved production method.

99. Parnell further suppressed the fact that he intended to start (indeed, had already started) his own company using the trade secrets and trademarks developed while a member and the managing member of Ono's. Specifically, during the time that Parnell was negotiating with the other individual members of Ono's for them to purchase his remaining membership interest, Parnell suppressed the fact that he had already begun making preparations to form a new company to compete with Ono's using these misappropriated trade secrets. Parnell also suppressed the fact that he intended to cancel the First Patent Application which he had assigned to the Company so that he could compete against Ono's without infringing its patent.

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100. The representations made by Parnell to Plaintiffs as outlined in this complaint were false and Parnell knew they were false; or, Parnell recklessly, mistakenly, or innocently made these misrepresentations with the intention that Ono's and its members would rely upon them.

101. Plaintiffs believed the representations of Parnell and relied and acted upon them by investing in Ono's and paying Parnell for his interest in the Company.

102. At the time of the negotiations for the purchase of Parnell's remaining membership interest in Ono's, Parnell had a duty to disclose the fact that he was starting a new company to manufacture, market and sell a multi-focal sunglass product based on the First Patent Application and the trade secret information he had helped develop while a member of Ono's and Parnell knowingly suppressed this material fact.

103. As a direct and proximate result of Parnell's fraudulent misrepresentations and/or fraudulent suppressions, Plaintiffs have been damaged.

WHEREFORE, premises considered, Plaintiffs demand judgment against defendants for preliminary and permanent injunctive relief, declaratory judgment, compensatory damages, punitive damages, and such other and different relief to which they may be entitled under the circumstances.

Count VIII – Breach of Contract

104. Plaintiffs repeat and reallege paragraphs 1 through 103 as if fully set forth herein.

105. Plaintiffs assert a breach of contract claim against Parnell based on his violation of the terms of the operating agreement for Ono's Trading Company, LLC and

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Alabama law in relation to his duties and obligations as set out in that operating agreement.

106. As a result of this breach of contract by Parnell, Plaintiffs have been injured and damaged.

WHEREFORE, premises considered, Plaintiffs demand judgment against defendants for preliminary and permanent injunctive relief, declaratory judgment, compensatory damages, punitive damages, and such other and different relief to which they may be entitled under the circumstances.

Count IX – Intentional Interference with Business Relations/Fraud

107. Plaintiffs repeat and reallege paragraphs 1 through 106 as if fully set forth herein.

108. While he was still a member of Ono's, Parnell discovered the existence of a company in California called Southern Group Enterprise, Inc. (SGE) which purportedly owned a registered trademark for the use of the name "ONO".

109. Parnell contacted SGE on behalf of Ono's to make sure that SGE would not have any problem with Ono's Trading Company, LLC's use of the name "ONO'S" or the logo used by Ono's Trading Company, LLC.

110. Based on these discussions, Parnell and Ono's Trading Company, LLC received confirmation from SGE that it did not have any problem with the logo and name used by Ono's Trading Company, LLC so long as the name "Ono Optical Company" was not used by Ono's Trading Company, LLC.

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111. Relying on this agreement, Ono's Trading Company, LLC expended significant amounts of money to continue marketing and selling its products through the use of its name and logo.

112. After Parnell ceased being a member of Ono's Trading Company, LLC, he contacted SGE and got them to rescind the agreement between SGE and Ono's Trading Company, LLC wherein neither company previously had any objection to the other's use of their respective name.

113. Stuart Parnell, individually, and by and through PMP, LLC, d/b/a The Nautical Group and SLT, LLC, d/b/a The Nautical Group then obtained an exclusive license agreement from SGE for the use of their registered trademark in the name "ONO".

114. After acquiring this exclusive license agreement, in contravention of a previous Joint Stipulation and Consent Order he entered into with Ono's Trading Company, LLC in this litigation, Stuart Parnell, individually, and PMP, LLC, d/b/a The Nautical Group and SLT, LLC, d/b/a The Nautical Group sent letters to many customers and potential customers of Ono's Trading Company, LLC claiming that Ono's Trading Company, LLC did not have any right to use its name with the sale of any of its products. The actions of these defendants were intentional and/or tortious and were done without any lawful justification.

115. The actions of these defendants have caused damage to Plaintiffs and will continue to cause damage to Plaintiffs and their reputation.

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116. Plaintiffs further allege that the exclusive license agreement obtained by the defendants from SGE was obtained through fraudulent, tortious, or otherwise unlawful means and should be declared void and of no effect.

117. Plaintiffs further allege that Parnell's conduct in relation to the negotiations and agreement between Ono's and SGE was fraudulent. Parnell either fraudulently misrepresented and/or suppressed the nature of his negotiations and agreement with SGE while he was still a member of Ono's Trading Company, LLC.

118. The representations made by Parnell to Plaintiffs as outlined above were false and Parnell knew they were false; or, Parnell recklessly, mistakenly, or innocently made these misrepresentations and/or suppressed material facts with the intention that Ono's and its remaining members would rely upon them. Plaintiffs relied to their detriment on this fraudulent misrepresentation and/or fraudulent suppression by Parnell and have been damaged as a result.

119. Further, as described above, Parnell has contacted Ono's lens supplier and threatened legal action should it not immediately turn over all profits, recall all manufactured lenses and cease further lens production. These efforts by Parnell also constitute intentional interference with Ono's contractual and business relations and were undertaken willfully and in bad faith.

WHEREFORE, premises considered, Plaintiffs demand judgment against defendants for preliminary and permanent injunctive relief, declaratory judgment, compensatory damages, punitive damages, and such other and different relief to which they may be entitled under the circumstances.

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Count X – Civil Conspiracy

120. Plaintiffs repeat and reallege paragraphs 1 through 119 as if fully set forth herein.

121. Defendants have engaged a civil conspiracy to unfairly compete against Ono's, to misappropriate Ono's trade secrets, to defraud Ono's and the Plaintiff Members, and to interfere with Ono's business relations.

122. As a result of these unlawful, fraudulent and tortious acts by the defendants in the conduct of this civil conspiracy, Plaintiffs have been injured and have suffered monetary damages.

WHEREFORE, premises considered, Plaintiffs demand judgment against defendants for preliminary and permanent injunctive relief, declaratory judgment, compensatory damages, punitive damages, and such other and different relief to which they may be entitled under the circumstances.

PRAYER FOR RELIEF

WHEREFORE, premises considered, Plaintiffs demand entry of judgment against each and every defendant as follows:

1. Declaratory judgment providing that the trade secrets of Ono's Trading Company, LLC misappropriated by the defendants, including, but not limited to, the improved lens production method, processes, technology, and other information reflected in the Second Patent Application filed by Stuart Parnell as Application No.: 10/931,330 and issued as Registration No. 7,093,935, shall be declared the sole property of Ono's Trading Company, LLC and that Defendants shall have no right, title, or interest in the same.

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2. An order that Parnell assign the 7,093,935 patent to Ono's Trading Company, LLC and make all necessary filings to effect assignment with the USPTO.

3. In the alternative, a declaratory judgment that Ono's Trading Company, LLC has an irrevocable license to make, use, sell, sublicense, and otherwise make use of and exploit the 7,093,935 patent as necessary in the course of its business and that the 7,093,935 patent is unenforceable against Ono's and its members, successors, parents, subsidiaries, affiliates, divisions, assigns, principals, stockholders, insurers, trustees, directors, officers, attorneys, employees, agents, independent contractors, and representatives.

4. In the alternative, an Order directing the USPTO to cancel the 7,093,935 patent and divesting Parnell of any interest thereto.

5. An order for declaratory and injunctive relief providing that any sales of products made by Defendants be credited to Plaintiffs and any money paid to Defendants or on their behalf as a result of any such sales be held in trust and ultimately paid over to Plaintiffs.

6. Preliminary and permanent injunctive relief restraining each defendant, and their agents, servants, employees, officers, directors and/or attorneys, and all those in active concert or participation with them, from:

(a) Further infringing Ono's trademarks by manufacturing, producing, distributing, circulating, selling, marketing, offering for sale, advertising, promoting, displaying or otherwise disposing of any products not authorized by Plaintiffs, including, but not limited to sunglass products and related merchandise, bearing any simulation,

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reproduction, counterfeit, copy or colorable imitation of any of Ono's trademarks

("Unauthorized Products");

(b) Using any simulation, reproduction, counterfeit, copy or colorable imitation of any of Ono's trademarks in connection with the promotion, advertisement, display, sale, offer for sale, manufacture, production, circulation or distribution of Unauthorized Products in such fashion as to relate or connect, or to tend to relate or connect such products in any way to Ono's, or to any goods sold, manufactured, sponsored or approved by, or connected with Ono's;

(c) Making any statements or representations whatsoever, or using any false designation of origin or false description, or performing any act, which can or is likely to lead the trade or public, or individual members thereof, to believe that any products manufactured, distributed or sold by the defendants are in any manner associated or connected with Ono's, or are sold, manufactured, licensed, sponsored, approved or authorized by Ono's;

(d) Engaging in any other activity constituting unfair competition with Ono's, or constituting an infringement of any of Ono's trademarks or of Ono's rights in, or to use or to exploit, said trademarks, or constituting any dilution of any of Ono's names, reputations, or goodwill;

(e) Effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in subparagraphs (a) through (d);

(f) Secreting, destroying, altering, removing or otherwise dealing with the Unauthorized Products or any books or records which may contain any information

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relating to the purchasing, manufacturing, producing, distributing, circulating, selling, marketing, offering for sale, advertising, promoting or displaying of all unauthorized products which infringe any of Ono's trademarks;

(g) From aiding, abetting, contributing to or otherwise assisting anyone from infringing upon Ono's trademarks.

7. For an order directing that Defendants deliver for destruction all unauthorized products, including sunglass products, labels, signs, prints, packages, dyes, wrappers, receptacles, cases, containers and advertisements relating thereto in their possession or under their control bearing any of Ono's trademarks or any simulation, reproduction, counterfeit, copy or colorable imitations thereof, and all plates, molds, heat transfers, screens, matrices and other means of making the same; or, alternatively, requiring that the defendants provide satisfactory proof to the court that the trademarks of the plaintiff have been completely removed from any products in the possession of the defendants.

8. Preliminary and permanent injunctive relief restraining each defendant, and their agents, servants, employees, officers, directors and/or attorneys, and all those in active concert or participation with them, from:

(a) Using any of the trade secrets of Ono's, including, but not limited to, the improved lens production method, processes, technology and other information relating to the sunglass products based on the First Patent Application, Application No.: 10/720, 879, as well as the technology subject of the Second Patent Application, Application No.: 10/931,330, and the 7,093,935 patent;

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(b) From using any other trade secrets of Ono's such as customer lists, pricing information, sales methods, and other related trade secrets of Ono's.

9. For entry of an order directing that each defendant report to this Court within thirty (30) days after a preliminary injunction is entered to show their compliance with those items outlined above.

10. For an order directing such other relief as the Court may deem appropriate to prevent the trade and public from gaining the erroneous impression that any products manufactured, sold or otherwise circulated or promoted by defendants are authorized by Ono's, or related in any way to Ono's products.

11. That plaintiffs be awarded compensatory damages sustained as a result of the unlawful behavior of Defendants.

12. That Plaintiffs be awarded from each defendant selling Unauthorized Products or otherwise engaged in trademark infringement and unfair competition three times such defendants profits therefrom, after an accounting, pursuant to 15 U.S.C. §1125(a) and §1117; or, that plaintiffs be awarded statutory damages pursuant to 15 U.S.C. §1117.

13. That Plaintiffs be awarded its reasonable attorney's fees and investigative fees pursuant to 15 U.S.C. §1117.

14. That Plaintiffs be awarded its costs in bringing this action.

15. That Plaintiffs be awarded punitive damages in the amount of One Million Dollars (\$1,000,000.00) or such other sum as the court deems appropriate and just for the defendants' willful acts of unfair competition and other unlawful conduct under the Lanham Act.

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16. That plaintiffs be awarded punitive damages in the amount of Ten Million (\$10,000,000.00) Dollars or such other sum as the Court or a jury deems appropriate and just for Defendants' willful, intentional, fraudulent or otherwise tortious conduct.

17. That the plaintiffs have such other and further relief that this Court deems appropriate and just under the circumstances.

/s/Thomas O. Gaillard, III
Federal Bar No.: GAILT9459
E-mail: tog@gswelaw.com
Robert M. Galloway
Federal Bar No.: GALLR6743
E-mail: bobgalloway@gswelaw.com

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FX: 251-479-5566

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CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of September, 2006, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

Barre C. Dumas
Wesley H. Blacksher

and I hereby certify that I have mailed by United States Postal Service the document to the following non CM/ECF participants:

SLT, LLC d/b/a The Nautical Group
5256 Highway 90 W
Suite A
Mobile, AL 36609

SLT, LLC d/b/a The Nautical Group
138 Myrtlewood Lane
Mobile, Alabama 36608

/s/Thomas O. Gaillard, III

EXHIBIT A

AGREEMENT REGARDING SALE

Agreement made this 18th day of August, 2004, between Stuart A. Parnell ("Parnell") and Ono's Trading Company, LLC., an Alabama Limited Liability Company ("Ono's").

WHEREAS, Parnell is the owner of 41.7% of the outstanding membership interests of Ono's, and

WHEREAS, the parties have reached an agreement in which Parnell will sell all of his interest in Ono's to Ono's according to the terms set forth hereunder.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and payments provided herein, the parties agree as follows:

1. Parnell agrees to assign all of his interest in Ono's to Ono's.
2. Ono's agrees to pay the sum of Fifty Thousand Dollars cash and to assume liability for the debt owed by Parnell to various other members of Ono's in the principal amount of \$15,000.00 plus any accrued interest.
3. Upon payment as provided herein, Parnell agrees to execute any documents necessary to transfer his interest in the patent which he has previously transferred to Ono's. The parties acknowledge that the attorneys handling the patent matter may need additional documents signed by Parnell, although Parnell acknowledges that he has no current interest in said patent.
4. The parties acknowledge that as a result of the business activities certain ill will has existed between and among them. Therefore, the parties

agree that they will not engage in defamatory remarks with regard to each other and will make no efforts to damage the future business interests of each other.

5. Upon payment as provided herein, Parnell acknowledges that he has resigned from any position as a manager or otherwise as an owner.

6. Ono's agrees that upon the assignment of his membership interests, Parnell shall be held harmless and Ono's shall indemnify Parnell for any debts to Regions Bank relating to his interest in Ono's.

7. This agreement is subject to approval of the sale by the United States Bankruptcy Court.

IN WITNESS WHEREOF, the parties have set their hand on the date first above written.


STUART A. PARNELL

ONO'S TRADING CO., LLC.

BY: 
ITS: MANAGER

EXHIBIT B

ASSIGNMENT OF MEMBERSHIP INTEREST

In consideration of the receipt of \$50,000.00, I Stuart A. Parnell, an individual (the "Assignor"), do hereby give, assign, transfer and convey to Ono's Trading Company, LLC ("Assignee"), all of my membership interest in Ono's Trading Company, LLC, an Alabama Limited Liability Company. Effective upon the signing of this instrument Assignee shall be entitled to receive the same share of the losses, profits, or other income, and the return of capital, to which the undersigned Assignor would otherwise be entitled as a member with respect to my membership interest.

In witness whereof, the undersigned has executed this assignment as of the 18 day of August, 2004.


STUART A. PARNELL

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stuart A. Parnell, whose name is signed to the foregoing Assignment, and who is known to me, acknowledged before me, that being informed of the contents of the foregoing assignment, he executed the same voluntarily as of the day the same bears date.


NOTARY PUBLIC

My Commission Expires: 9-7-04

EXHIBIT C

**ASSIGNMENT
NUNC PRO TUNC**

THIS ASSIGNMENT, made by me, STUART A. PARNELL, a citizen of the United States of America, residing at 138 Myrtlewood Lane in Mobile, Alabama 36608, corrects and replaces the assignment executed by me on April 19, 2004 ("the April Assignment").

The April Assignment has not been submitted or recorded in the Assignment Branch of the United States Patent and Trademark Office. The April Assignment, without any deceptive intent, was incomplete in that it did not include all the desired terms and conditions. A copy of the April Assignment is attached hereto.

This Assignment *Nunc Pro Tunc* is deemed to be effective as of the signing date of the April Assignment, *to wit*: April 19, 2004.

WITNESSETH: That,

WHEREAS, I am the sole inventor of certain new and useful improvements in MUTLIFOCAL SUNGLASSES, GLASSES, AND LENSES, for which an application for United States Letters Patent has been filed in the United States Patent and Trademark Office on November 24, 2003, and which has been assigned Application No. 10/720,879,

WHEREAS, ONO'S TRADING COMPANY, LLC, an Alabama Corporation having a principal place of business at 1606-B Industrial Park Circle, Mobile, Alabama 36693-5648, in the County of Mobile, State of Alabama, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title, and interest in and to said invention as described in said application, and in an to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries;

Assignment *Nunc Pro Tunc*
Application No. 10/720,879
Page 2 of 3

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I have sold and by these presents do hereby sell, assign, transfer, and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues, reexaminations, or extensions thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors, and assigns, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.

I hereby request that said Letters Patent be issued in accordance with this assignment.

I further covenant and agree that, at the time of the execution and delivery of these presents, I possess full title to the invention and application above-mentioned, and that I have the unencumbered right and authority to make this assignment.

I further covenant, and agree to bind my heirs, legal representatives, and assigns, promptly to communicate to said assignee or its representatives any facts known to me relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors or assigns to secure patent or similar protection for the said invention

Assignment *Nunc Pro Tunc*
Application No. 10/720,879
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in all countries and to vest in the assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, I have deemed this Assignment was effective as of the 19th day of April, 2004.

8/18/04
Date

Stuart A. Parnell
STUART A. PARNELL

State of AlaBama)
County of Mobile)

I, Robert M. Callaway, a Notary Public for said County and State, do hereby certify that Stuart A. Parnell personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 18th day of August, 2004.

(Official Seal)

Robert M. Callaway
Notary Public

My commission expires 9-7-04

Attorney Docket No. 048849-277173

STATE OF ALABAMA)

COUNTY OF MOBILE)

ASSIGNMENT OF PENDING PATENT

For value received the undersigned, STUART A. PARNELL, hereinafter called the Assignor, does hereby sell, assign, transfer, and convey unto ONO'S TRADING COMPANY, LLC., an Alabama Limited Liability Company whose address is 138 Myrtlewood Lane, Mobile, Alabama 36608, all of his right, title and interest in and to that certain application for United States Letters Patent relating to the invention known as Multi-focal Sunglasses, Glasses and Lenses, a copy of which is attached hereto as Exhibit A and made a part hereof as if fully set forth herein. It is understood that by the assignment of this application for Letters Patent and all rights thereunto belonging or appertaining Assignor is placing into and conveying to the Limited Liability Company all right, title, interest in and to this patent application and invention and no other are subsequent idea, invention, or patent application by the Assignor. This Assignment is considered invalid and not effective unless the Exhibit A is attached and signed.

In witness whereof, said Assignor has caused these presence to be signed and sealed on this the 19 day of April 2004.


STUART A. PARNELL

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and in said State, hereby certify that, STUART A. PARNELL whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official notarial seal this 19th day of April 2004.

(AFFIX SEAL)


NOTARY PUBLIC, MOBILE COUNTY, ALABAMA
My Commission Expires: 5-4-2005 MY COMMISSION EXPIRES

EXHIBIT "A"

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION FOR UNITED STATES LETTERS PATENT

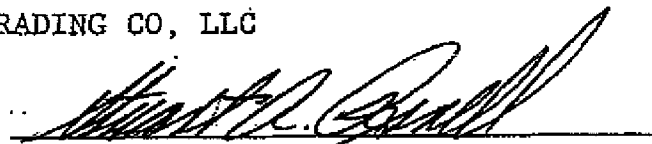
TITLE OF THE INVENTION

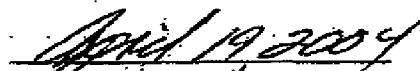
MULTIFOCAL SUNGLASSES, GLASSES, AND LENSES.

INVENTOR:

STUART A. PARNELL

ASSIGNED TO ONO'S TRADING CO, LLC


STUART A. PARNELL


DATED

1 TECHNICAL FIELD OF THE INVENTION

2 This invention relates generally to eyeglasses, and more particularly to multifocal
3 sunglasses, glasses, and lenses.
4

5 BACKGROUND OF THE INVENTION

6 Multifocal lenses, such as bifocal and trifocal lenses, are well known in the field of
7 eyeglasses. In general, such lenses include an area for relatively long distance focusing, and
8 other areas for shorter distance focusing. For example, a common bifocal lens includes a major
9 lens area for normal viewing and a second magnifying area for viewing closer items, such as for
10 use in reading.

11 As shown in the prior art of FIGURE 1, the normal position for the top of a bifocal
12 segment is at the level of the lower limbus (which often corresponds to the position of the lower
13 eyelid). For certain applications, it has been suggested that the top of the bifocal segment may
14 be located three to five millimeters below that normal position.

15 While this normal positioning may be sufficient for many applications, for outdoor
16 activities, such as, without limitation, fishing and hunting, the normal position of a bifocal (or
17 trifocal) segment can be a distraction. In particular, because a wide range of longer distance
18 viewing is desirable in outdoor activities, including low sight angle longer distance viewing, the
19 standard position of a bifocal segment is often too high. For example, a fisherman may be
20 leaning backward while fishing, with his head also leaning backward, and thus need to look
21 slightly downward to focus at a far object, and a bifocal segment in the standard position
22 interferes with this. Moreover, in outdoor activities, sunglasses are often desirable.

1 A need has arisen for eyeglasses that include one or more multifocal segments, such as
2 bifocal or trifocal segments, below prior art positions.

3 SUMMARY OF THE INVENTION

4 Therefore, in accordance with the teachings of the present invention, eyeglasses and
5 lenses are disclosed which overcome limitations associated with the prior art.

6 In a particular embodiment, a pair of sunglasses is provided that includes a frame and two
7 lenses held by the frame, wherein the lenses are adapted to filter at least some light. Each of the
8 lenses includes a bifocal segment having a bifocal top, and the bifocal top of each bifocal
9 segment is positioned vertically at least about 1 millimeter below the level of the center of the
10 lower limbus. In another particular embodiment, the bifocal top of each bifocal segment is
11 positioned vertically at least about 5 millimeters below the level of the center of the lower
12 limbus. In some embodiments, the lenses are polarized.

13 In various sunglass embodiments, the bifocal segment may be a flat top or a progressive
14 segment. In still other embodiments, each lens may include a trifocal segment having a trifocal
15 top, the trifocal top positioned vertically at least about 1 millimeter below the level of the center
16 of the lower limbus. The trifocal segment may be a flat top or a progressive segment.

17 In another particular embodiment, a pair of glasses is provided that includes a frame and
18 two lenses held by the frame. Each of the lenses includes a bifocal segment having a bifocal top,
19 and the bifocal top of each bifocal segment is positioned vertically more than about 5 millimeters
20 below the level of the center of the lower limbus. Each lens may be a sunglass lens.

21 In various embodiments, the bifocal segment may be a flat top or a progressive segment.
22 In still other embodiments, each lens may include a trifocal segment having a trifocal top, the

1 trifocal top positioned vertically more than about 5 millimeters below the level of the center of
2 the lower limbus. The trifocal segment may be a flat top or a progressive segment.

3
4 **BRIEF DESCRIPTION OF THE DRAWINGS**

5 Reference is made in description to the following briefly described drawings, wherein
6 like reference numerals refer to corresponding elements:

7 **FIGURE 1** illustrates a bifocal segment located in a PRIOR ART position;

8 **FIGURE 2** illustrates a particular embodiment of a lens having a bifocal segment
9 positioned according to the teachings of the present invention;

10 **FIGURE 3** illustrates a particular embodiment of a sunglass lens having a bifocal
11 segment positioned according to the teachings of the present invention;

12 **FIGURE 4** illustrates another embodiment of a lens according to the teachings of the
13 present invention; and

14 **FIGURE 5** illustrates another embodiment of a lens according to the teachings of the
15 present invention.

16
17 **DETAILED DESCRIPTION OF THE INVENTION**

18 **FIGURE 1** illustrates a lens 10 that includes a bifocal segment 12 located in a typical
19 prior art position. Bifocal segment 12 includes top 14. The vertical position of top 14 is
20 normally located at the level of the center of the lower limbus 16 of eye 18. Within this
21 description, references to vertical and horizontal positions refer the normal orientation of a
22 wearer of eyeglasses (e.g., the mouth is below the eyes).

1 FIGURE 2 illustrates a particular embodiment of the present invention in which the
2 bifocal segment 12 is positioned lower than the prior art. In a particular embodiment, such as
3 that shown in FIGURE 2, the top 14 of bifocal segment 12 is located more than about five
4 millimeters below the level of the center of lower limbus 16 of eye 18. In one embodiment, the
5 top 14 is located at least about six millimeters below the level of the center of lower limbus 16 of
6 eye 18. In another embodiment, the top 14 is located at least about eight millimeters below the
7 level of the center of lower limbus 16 of eye 18. FIGURE 2 also shows part of a frame 19, to
8 illustrate that a pair of lenses may be set in eyeglass frames to make a pair of glasses.

9 In another particular embodiment illustrated in FIGURE 3, the lens 10 is a sunglass lens,
10 and therefore is intended to filter out at least some light. In a preferred embodiment, the lens 10
11 is polarized, though it need not be polarized. With a sunglass lens according to the present
12 invention, the position of the top 14 of bifocal segment 12 may be located from just below the
13 level of the center of lower limbus 16 to a position as low as desired for the particular
14 application. For example, without limitation, the top 14 in one sunglass embodiment may be
15 located about one millimeter or more below the level of the center of the lower limbus 16. In
16 another sunglass embodiment, the top 14 may be located at least about 5 millimeters below the
17 level of the center of the lower limbus 16. In other sunglass embodiments, the top 14 may be
18 located as discussed above in connection with FIGURE 2. Of course, a pair of lenses may be set
19 in frames to form a pair of sunglasses.

20 Although FIGURES 2 and 3 have been discussed in connection with a bifocal segment 12
21 that includes a flat top 14, the present invention is not limited to such embodiments. For
22 example, without limitation, progressive (sometimes also referred to as "transitional") multifocal

1 segments may also be used, and the top portion of these progressive multifocal segments would
2 be positioned as described above in connection with top 14.

3 FIGURE 4 illustrates one embodiment of the present invention wherein bifocal segment
4 12 covers the entire bottom of the lens 10. Also shown is a particular embodiment that includes
5 a trifocal segment, with its top section shown by the dashed line 20. As discussed above in
6 connection with bifocal segment 12, this trifocal segment may be a flat top or a progressive
7 segment, and its top is positioned at the levels discussed above with respect to top 14 and
8 FIGURES 2 and 3.

9 FIGURE 5 illustrates another embodiment of the present invention, wherein the bifocal
10 segment 12 has one edge located at the edge of the lens 10, but does not extend across the entire
11 lens 10. Also illustrated in FIGURE 5 is a trifocal segment having a top portion 20. However, in
12 contrast to FIGURE 4, the trifocal segment of FIGURE 4 does not extend entirely across the lens
13 10.

14 FIGURES 4 and 5 are meant to illustrate that various bifocal or trifocal segments (or
15 indeed any number of other segments) may be used with the present invention, and that their
16 horizontal location in the lens, and horizontal size, is not limited. For example, the horizontal
17 position may be varied from a position within the lens and unaligned with any lens edge, to a
18 position on one or the other side of the lens, to a position that extends all the way across the lens.

19 Also, it should be understood that the lens 10 may be, although need not be, a corrective
20 lens. For example, and without limitation, the lens 10 may be simply a sunglass filter having no
21 corrective ability. The terms bifocal segment, trifocal segment, and multifocal segment are
22 meant to indicate that part of a lens that focuses light differently than other parts of the lens.
23 Without limitation, such segments may be magnifying segments. The lenses, including the

1 multifocal segments may be made of any suitable material including, without limitation, glass,
2 plastic, acrylic, and polycarbonate, among others.

3 With the present invention, the multifocal segment or segments are located lower than in
4 the prior art. This is an important advantage in, among other activities, outdoor activities, such
5 as, without limitation, hunting, fishing, and field sport spectating, wherein long distance viewing
6 is desirable at many different sight angles, and a bifocal segment, for example, in the normal
7 position can be distracting. By lowering the bifocal segment, the wearer of the lens may tie
8 knots, read maps and depth charts, look at gauges, read sports programs, read manuals and in
9 general focus on near items through the bifocal segment, but yet have a wide range of sight
10 angles that do not pass through the bifocal segment. Also, incorporating sunglass lenses is
11 desirable in outdoor applications.

12 It should be understood that the present invention is not limited to lenses alone, and also
13 encompasses eyeglasses (including frames) having multifocal segments as described herein. Of
14 course, in a pair of eyeglasses, the horizontal position of the multifocal segment in each lens will
15 be located as appropriate for the particular application.

16 The particular descriptions provided above are illustrative examples, and features and
17 advantages of each example may be interchanged with, or added to the features and advantages
18 in the other embodiments and examples herein. And, in general, although the present invention
19 has been described in detail, it should be understood that various changes, alterations,
20 substitutions, additions and modifications can be made without departing from the intended
21 scope of the invention, as defined in the following claims.

- CLAIM 15
1. A pair of sunglasses for use by a wearer, the wearer having an eye with a lower limbus, the lower limbus having a center at a vertical level, the sunglasses comprising:
 - a frame;
 - two lenses held by the frame, the lenses adapted to filter at least some light;
 - each of the lenses including a bifocal segment having a bifocal top, the bifocal top of each bifocal segment positioned vertically at least about 1 millimeter below the level of the center of the lower limbus.
 2. The sunglasses of Claim 1, wherein the bifocal top of each bifocal segment is positioned vertically at least about 5 millimeters below the level of the center of the lower limbus.
 3. The sunglasses of Claim 1, wherein the lenses are polarized.
 4. The sunglasses of Claim 1, wherein the bifocal top of each bifocal segment is a flat top.
 5. The sunglasses of Claim 1, wherein each bifocal segment is progressive.
 6. The sunglasses of Claim 1, wherein each of the lenses further includes a trifocal segment having a trifocal top, the trifocal top of each trifocal segment positioned vertically at least about 1 millimeter below the level of the center of the lower limbus.
 7. The sunglasses of Claim 6, wherein the trifocal top of each trifocal segment is a flat top.
 8. The sunglasses of Claim 6, wherein each trifocal segment is progressive.

A pair of glasses for use by a wearer, the wearer having an eye with a lower limbus, the lower limbus having a center at a vertical level, the glasses comprising:

a frame;

two lenses held by the frame;

each of the lenses including a bifocal segment having a bifocal top, the bifocal top of each bifocal segment positioned vertically more than about 5 millimeters below the level of the center of the lower limbus.

10. The glasses of Claim 9, wherein the bifocal top of each bifocal segment is a flat top.

11. The glasses of Claim 9, wherein each bifocal segment is progressive.

12. The glasses of Claim 9, wherein each of the lenses further includes a trifocal segment having a trifocal top, the trifocal top of each trifocal segment positioned vertically more than about 5 millimeters below the level of the center of the lower limbus.

13. The glasses of Claim 12 wherein the trifocal top of each trifocal segment is a flat top.

14. The glasses of Claim 9, wherein each lens is a sunglass lens.

15. A pair of sunglasses for use by a wearer, the wearer having an eye with a lower limbus, the lower limbus having a center at a vertical level, the sunglasses comprising:

a frame;

two lenses held by the frame, each of the lenses being polarized;

each of the lenses including a bifocal segment having a bifocal top, the bifocal top of each bifocal segment positioned vertically at least about 1 millimeter below the level of the center of the lower limbus.

16. The sunglasses of Claim 15, wherein the bifocal top of each bifocal segment is positioned vertically at least about 5 millimeters below the level of the center of the lower limbus.

17. The sunglasses of Claim 5, wherein the bifocal top of each bifocal segment is a flat top.

18. The sunglasses of Claim 5, wherein each bifocal segment is progressive.

19. The sunglasses of Claim 15, wherein each of the lenses further includes a trifocal segment having a trifocal top, the trifocal top of each trifocal segment positioned vertically at least about 1 millimeter below the level of the center of the lower limbus.

20. The sunglasses of Claim 6, wherein the trifocal top of each trifocal segment is a flat top.

ADDITIONAL CLAIMS

1

2

3

Sunglasses, glasses, and lenses are provided that include multifocal segments located below the normal position of such segments.

EXHIBIT D

