

Attny. Docket No. POO-PT002  
Form PTO-1595 (Rev. 08/05)  
OMB No. (exp. 6/30/2008)

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

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies)

KPMG, INC.

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

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) 9/29/2004

- Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Name: LOH OPTIKMASCHINEN AG

Internal Address: \_\_\_\_\_

Street Address: WILHELM-LOH-STRASSE 2-4

City: WETZLAR

State: \_\_\_\_\_

Country: GERMANY Zip: D-35578

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

### 4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,012,965

Additional numbers attached?  Yes  No

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

Name: RYAN W. O'DONNELL

Internal Address: Volpe and Koenig, P.C.

UNITED PLAZA, SUITE 1600

Street Address: 30 SOUTH 17TH STREET

City: PHILADELPHIA

State: PENNSYLVANIA Zip: 19103

Phone Number: 215-568-6400

Fax Number: 215-568-6499

Email Address: mail@volpe-koenig.com

### 6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

### 8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 22-0493

Authorized User Name RYAN W. O'DONNELL

9. Signature: *Ryan W. O'Donnell* Signature

October 6, 2006 Date

RYAN W. O'DONNELL

53,401 Total number of pages including cover sheet, attachments, and documents: 5

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**Continuation of Box 1-Name of Conveying Parties**

**SOLA INTERNATIONAL, INC.**

**BILL OF SALE  
(LOT #4)**

This Bill of Sale (this "**Bill of Sale**") is made, executed and delivered effective as of September 29, 2004 (the "**Sale Date**"), by:

KPMG Inc. in its capacity as the receiver of certain assets of Micro Optics Design Corporation, a New Brunswick corporation, appointed pursuant to a certain Loan and Security Agreement dated as of December 6, 1999;

and

Sola International, Inc., a Delaware corporation;

(collectively, "**Seller**");

to and in favor of:

LOH Optikmaschinen AG

("Buyer");

with respect to the following facts, circumstances, understandings and beliefs:

**RECITALS:**

**A.** Micro Optics Design Corporation, a New Brunswick corporation ("**MODCNB**"), and Micro Optics Design Corporation, a Nevada corporation ("**MODCNV**"), previously granted Sola International, Inc., a Delaware corporation ("**Sola**"), a security interest in substantially all their assets, including the property ("**Property**") described on the attached **Exhibit "A"**, and other property, pursuant to a Loan and Security Agreement ("**Security Agreement**") dated as of December 6, 1999, among Sola, MODCNB and MODCNV.

**B.** MODCNB and MODCNV thereafter defaulted in their obligations to Sola under the Security Agreement by, among other things, failing to make certain payments to Sola when due pursuant to the Security Agreement.

**C.** In response to the default by MODCNB and MODCNV of their obligations to Sola under the Security Agreement, Seller conducted a public sale ("**Public Sale**") of the property ("**Property**") described on the attached **Exhibit "A"**, and certain other property, pursuant to and in accordance with the provisions of Section 9310 of the California Commercial Code, Section 44 of the Property Act of the Province of New Brunswick, and Section 59(11) of the Personal Property Security Act of the Province of New Brunswick.

**D.** Buyer submitted, as a cash bid, the highest bid for the Property at the Public Sale, and purchased the Property at the Public Sale for the cash sum of U.S. \$10,000.00.

**Therefore, pursuant to the Recitals**, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby covenant, agree, warrant, represent and declare as follows:

1. Seller does hereby sell, assign and transfer to Buyer all rights, titles, interests and claims of Seller in and to the Property described on the attached **Exhibit "A"**, free and clear of all liens, security interests and encumbrances which are junior and subordinate to the security interest and encumbrance of Seller under the Loan and Security Agreement.

- 2. THE PROPERTY IS BEING SOLD, ASSIGNED AND TRANSFERRED BY SELLER TO BUYER STRICTLY "AS IS", "WHERE IS" AND "WITH ALL FAULTS", AND WITHOUT RECOURSE. SELLER MAKES NO REPRESENTATIONS AND GIVES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE PROPERTY INCLUDING REGARDING THE QUALITY, CONDITION OR OPERATION OF THE PROPERTY OR ANY PORTION THEREOF. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING REGARDING CONDITION, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND MERCHANTABILITY ARE HEREBY EXPRESSLY EXCLUDED AND DENIED.
- 3. Seller further disclaims liability for any loss or damages of every kind and nature, whether actual, direct, indirect, consequential, economic, compensatory or exemplary, resulting from, relating to, or arising in connection with, the use, operation, lease, sale or other disposition of the Property or any portion thereof, including by Buyer and its assigns, successors, assigns and trustees.

**IN WITNESS WHEREOF**, Seller has caused this Bill of Sale to be duly executed and delivered to Buyer as of the Sale Date set forth in the first sentence of this Bill of Sale.

KPMG Inc.  
 in its capacity as the receiver of certain assets of  
 Micro Optics Design Corporation, a New Brunswick corporation,  
 appointed pursuant to a certain Loan and Security Agreement  
 dated as of December 6, 1999

By:   
 Robert Sutherland

Its: Senior Vice President

Sola International, Inc.,  
 a Delaware corporation;

By:   
 (signature)

Ronald F. Dutt  
 (typed or printed name)

Its: CEO  
 (title or capacity)

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EXHIBIT A

<p>UNITED STATES PATENT AND TRADEMARK OFFICE          Application No. 09/000,000          Filed 01/01/01          Title: [REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>
<p>United States - 6,012,965          Canada - 2,262,321          Europe - 00904775.4          Japan - 2000-600802</p>	<p>United States - 6,012,965</p>	<p>[REDACTED]</p>