

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARTIN HOGAN PTY LTD	04/02/2008
RECEIVING PARTY DATA	
Name:	OPHTHALMIC ENGINEERING PTY LTD
Street Address:	261-271 WATTLETREE ROAD
Internal Address:	LEVEL 1
City:	MALVERN
State/Country:	AUSTRALIA
Postal Code:	VIC 3144
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10550120
CORRESPONDENCE DATA	
Fax Number:	(215)599-0601
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	KNOBLE, YOSHIDA & DUNLEAVY LLC
Address Line 1:	1628 JOHN F. KENNEDY BOULEVARD
Address Line 2:	EIGHT PENN CENTER, SUITE 1350
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	ALL-1005US
NAME OF SUBMITTER:	KEVIN J. DUNLEAVY

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Total Attachments: 5
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Patent Assignment

Martin Hogan Pty Ltd

Ophthalmic Engineering Pty Ltd

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Melbourne VIC 3000
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Patent Assignment

Allens Arthur Robinson 

Patent & Trade Marks Attorneys

Date	2 April 2008
Parties	<ol style="list-style-type: none">1. Martin Hogan Pty Ltd 005 254 704 (ACN No.) of 14 Collins Street, Melbourne VIC 3000 (the <i>Assignor</i>)2. Ophthalmic Engineering Pty Ltd 122 935 988 (ACN No.) of Level 1, 261-271 Wattletree Road, Malvern VIC 3144 (the <i>Assignee</i>)
Recitals	<p>A The Assignor is the applicant of the Patent Applications as listed in the attached Schedule, relating to a Modular Eyewear System.</p> <p>B The Assignor has agreed to assign to the Assignee all its right, title and interest in and to the Patent Applications, the invention the subject of the Patent Applications, and any applications for patents, patents granted thereon or other intellectual property rights arising therefrom.</p>

It is agreed as follows.

1. Grant

1.1 Assignment

In consideration of the payment of A\$1.00 (receipt of which is hereby acknowledged) the Assignor hereby assigns to the Assignee, as legal and beneficial owner, all its right, title and interest in and to the Patent Applications, the invention the subject of the Patent Applications, and any applications for patents, patents granted thereon or other intellectual property rights arising therefrom including, without limitation, the right to sue for any infringement occurring prior to the date of this Agreement and the right to recover damages for that infringement.

1.2 Further assurances

At the request and expense of the other party, each party must do anything (including executing agreements and documents) necessary or desirable to give full effect to this Agreement and the transactions contemplated by it, including, without limitation, enabling the Assignee to become registered as the proprietor of the rights in the Patent Applications.

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2. General

2.1 Governing law and jurisdiction

This Agreement is governed by the laws of Victoria, Australia. Each party submits to the jurisdiction of courts exercising jurisdiction there, and waives any right to claim that those courts are an inconvenient forum.

2.2 Enurement

The provisions of this Agreement will enure for the benefit of, and be binding on, the parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

2.3 Amendment

No amendment or variation of this Agreement is valid or binding on a party unless made in writing executed by all parties.


2.4 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

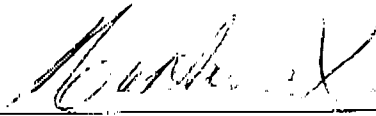
2.5 Costs and stamp duty

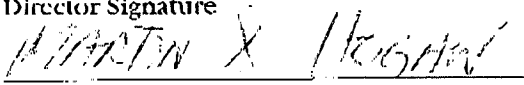
Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

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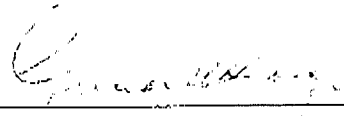
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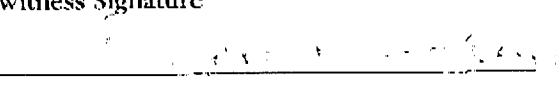
Executed by Martin Hogan Pty Ltd:



Director Signature


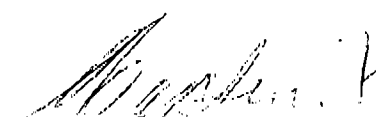
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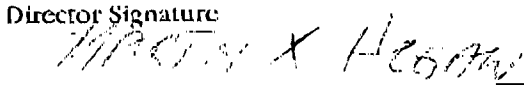


Witness Signature


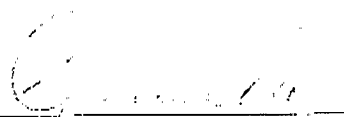
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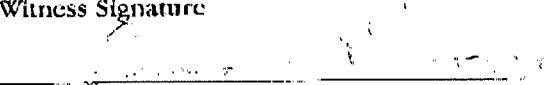
Executed by Ophthalmic Engineering Pty Ltd:



Director Signature


Print Name



Witness Signature


Print Name

Patent Assignment

Al lens Arthur Robinson 

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SCHEDULE - THE PATENT APPLICATIONS - MODULAR EYEWEAR SYSTEM

Country	Patent Application No:
Australia	2003901272
PCT	AU2004/000347
United States	10/550,120
Europe	04721779.9