

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Clearlab International Pte., Ltd	06/15/2007
RECEIVING PARTY DATA	
Name:	Menicon Co. Ltd.
Street Address:	8 International Business Pk
City:	Singapore
State/Country:	SINGAPORE
Postal Code:	609925
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7021760
CORRESPONDENCE DATA	
Fax Number:	(801)572-7666
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 4:	South Jordan, UTAH 84095
ATTORNEY DOCKET NUMBER:	40361-0001
NAME OF SUBMITTER:	Bryan G. Pratt
Total Attachments: 13 source=Assignment from Clearlab to Menicon#page1.tif source=Assignment from Clearlab to Menicon#page2.tif source=Assignment from Clearlab to Menicon#page3.tif source=Assignment from Clearlab to Menicon#page4.tif source=Assignment from Clearlab to Menicon#page5.tif	

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ASSIGNMENT AND ASSUMPTION OF PATENTS AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PATENTS AGREEMENT (herein referred to as the "Assignment"), made this 15th day of June, 2007, between 1-800 CONTACTS, INC., a Delaware corporation, and CLEARLAB INTERNATIONAL, PTE. LTD., a Singapore corporation (hereinafter collectively referred to as "Assignor"), and MENICON CO., LTD., a Japanese corporation, acting through its Singapore branch, located at 8 International Business Park, Singapore 609925 (hereinafter referred to as "Assignee"). Assignor and Assignee are referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Assignor is the current owner of certain intellectual property rights and related assets referred to as "flat pack technology," including the patents relating to the design, manufacture and packaging of such technology as more specifically described in Schedule A attached hereto and incorporated herein by this reference (collectively referred to as the "Patents");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase certain Acquired Assets (as defined in the Purchase Agreement) from Assignor, including the Patents;

WHEREAS, Assignee is desirous of acquiring Assignor's entire right, title and interest in and to said Patents; and

WHEREAS, the provisions of the Purchase Agreement shall govern in the event of any inconsistency between this Assignment and the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of one U.S. Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. Assignment. Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned Patents, and in and to any and all United States, Japanese, and international patent applications, direct and indirect divisions, continuations and continuations-in-part of said applications, and any and all letters patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said letters patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment not been made.

2. Right to Assign. Subject to the provisions of the Purchase Agreement, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the Patents above-mentioned, that the same are free and clear of any and all Liens, and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

3. Further Assurances. Subject to the provisions of the Purchase Agreement, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts reasonably necessary or required to be done for the procurement, maintenance, enforcement and defense of any letters patent and applications for letters patent for the Patents, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with the Patents, or the Patent application for letters patent, or any proceeding in connection with any letters patent or applications for letters patent for the Patents in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for letters patent, or any reissue, reexamination or extension of any letters patent, to be obtained thereon, is lawful and desirable.

4. Letters Patent. Assignor hereby requests the U.S. Commissioner of Patent and Trademarks and international Heads of Patent Offices to issue any letters patent to Assignee, as Assignee of the Patents and the letters patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

5. Recordation. Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, as well as any international patent organization, for recordation of this document:

6. Assumption. Subject to the provisions of the Purchase Agreement, Assignee accepts the assignment of the Patents and any obligations of Assignor under the Patents arising from or related to the Patents as of and after the date of this Agreement.

7. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Delaware, USA, without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction.

8. Notices. Any notices or deliveries of documents required by this Assignment shall be addressed to the Parties at their respective addresses set forth below or to such other address as requested by a Party by notice in writing to the other Parties.

If to Assignor:

1-800 CONTACTS, INC.
CLEARLAB INTERNATIONAL, PTE. LTD.
Attention: R. Joe Zeidner, Esq.
General Counsel
66 East Wadsworth Park Drive
Draper, Utah 84020 USA

With copies to:

David R. Rudd, Esq.
Ballard Spahr Andrews & Ingersoll, LLP
201 South Main Street, Suite 600
Salt Lake City, Utah 84111

If to Assignee:

MENICON CO., LTD.
Attention: President
3-21-19, Aoi, Maka-Ku,
Nagoya, 460-0006 Japan

Menicon Co., Ltd. (Singapore branch office)
Attention: President
8 International Business Park
Singapore 609925

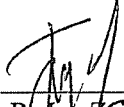
All such notices shall be made by reputable international courier (such as Federal Express, DHL, etc.) and shall be considered made as of the earlier of actual receipt of the notice or four (4) business days after the date of delivery of such notice to a courier. A Party may change the name of the person entitled to notice hereunder, or his or her address, upon prior written notice to all persons or entities entitled to notice hereunder.

9. Counterparts. This Assignment may be executed by facsimile and one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

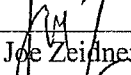
IN WITNESS WHEREOF, intending to be legally bound, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives on the date and year first written above.

ASSIGNOR:

1-800 CONTACTS, INC.

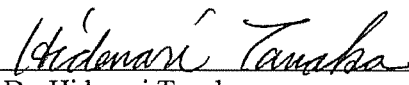
By: 
Its: R. Joe Zeidner
Secretary
Date: June 15, 2007

CLEARLAB INTERNATIONAL, PTE.
LTD.

By: 
Its: R. Joe Zeidner
Director
Date: June 15, 2007

ASSIGNEE:

MENICON CO., LTD., acting through its
Singapore Branch Office

By: 
Its: Dr. Hidenari Tanaka
President
Date: June 15, 2007

SCHEDULE A

PATENTS

A. **Title:** Soft Contact Lens Capable Of Engagement with an Eye Either Right Way Out or Inside Out (Flipper Lens)

Main Claim: A soft contact lens fitting an eye of a wearer in either a right way out orientation or in an inside out orientation. Each of the lens' surfaces is capable of forming either an anterior convex or posterior concave surface. The lens satisfies fit criteria in both its inside out and right way out orientation.

Status: The U.S. application has issued. We are currently prosecuting a number of international applications.

Ownership: Clearlab International, Pte. Ltd.

Country	Application No.	Status	Applicati on Date	RFG Matter Number
United States	7,021,760	Issued	7/31/2003	40361-0001
Patent Cooperation Treaty	PCT/AU02/0098	Completed	1/31/2002	40361-0002
European Patent Conventio n	2710680.6	Published	1/31/2002	40361-0003
Norway	2003-3403	Pending	1/31/2002	40361-0004
Japan	2002-562007	Published	1/31/2002	40361-0005
Canada	2435745	Pending	1/31/2002	40361-0006
Australia	2002229400	Pending	1/31/2002	40361-0007
New Zealand	527223	Pending	1/31/2002	40361-0008
Singapore	200304481-5	Pending	1/31/2002	40361-0009
China P.R.	2807471.8	Published	1/31/2002	40361-0010
South Korea	10-2003-7010044	Pending	1/31/2002	40361-0011
South Africa	2003/5731	Issued	1/31/2002	40361-0012
Hong Kong	4103641.3	Published	5/21/2004	40361-0013

B. **Title:** Disposable Packaging For Contact Lens (Retort Packaging)

Main Claims: 1. A retort-type single-use package comprising an internal space for holding a contact lens and a medium for maintaining lens hydration therein. 2. A single use package for retaining a contact lens, the package comprising at least one barrier material defining an internal space for holding a contact lens; a medium in the space for maintaining lens hydration; means to enable release of the lens from said space; wherein at least one barrier layer is formed from a homogenous, pliable material.

Status: This table shows the cases that are based on the original “retort package” application that Steve Newman filed in Australia in 2001. We are waiting for first examination reports in most of these cases.

Ownership: Clearlab International, Pte. Ltd.

Country	Application No.	Status	Application Date	RFG Matter Number
Australia	PR7086	Completed	8/17/2001	40361-0032
Patent Cooperation Treaty	PCT/AU02/01105	Completed	8/17/2002	40361-0033
Australia	2002322175	Pending	8/17/2002	40361-0035
Canada	2457088	Pending	8/17/2002	40361-0036
China P.R.	2820689.4	Pending	8/17/2002	40361-0037
European Patent Convention	2753929.5	Published	8/17/2002	40361-0038
Japan	2003-521115	Pending	8/17/2002	40361-0039
New Zealand	531773	Pending	8/17/2002	40361-0040
Norway	20040671	Pending	8/17/2002	40361-0041
Singapore	200400916-3/102443	Issued	8/17/2002	40361-0042
South Africa	2004/2100	Pending	8/17/2002	40361-0043
South Korea	10-2004-7002315	Pending	8/17/2002	40361-0044
Hong Kong	4109943.5	Pending	12/15/2004	40361-0045
United States	11/429,150	Published	11/06/2006	40361-0066

C. **Title:** Packaging For Disposable Soft Contact Lenses (Flat Pack)

Main Claim: The PCT version of the patent application filed to cover both the retort package and flat pack has over 200 claims. We have begun the process of nationalizing and separating the various inventions in selected countries as illustrated in the table below.

The issued US application and the issued Japanese application both have similar claims aimed at claiming:

A contact lens package including a contact lens stored in the package, a spring disc stored in the package, and a first sheet sealing the package to hold the lens and the spring disc in the package such that the spring disc and lens are held in a compressed state and only return to their natural equilibrated state when the package is opened by separating the first sheet from the remainder of the package.

Some of the broadest independent claims in the PCT application that will be separated upon nationalization are as follows:

1. A single-use package with a contact lens therein having an internal depth which is less than an overall sagittal depth of the contact lens when the contact lens is in its equilibrated state.
2. A single-use contact lens package having a convex surface and an opposing concave surface, with an internal depth that is less than 3.0 mm.
3. A single-use package capable of holding a contact lens therein comprising two sheets of material; and a support member between the two sheets of material; wherein the two sheets of material are sealed and wherein the lens is confined in the package such that it is always maintained in the same orientation inside the package.
4. A single-use package with a contact lens therein configured such that when the package is opened, the lens is always oriented in the same position as when it was placed into the package.
5. A contact lens package comprising two layers of flexible material sealed together with a peel seal, containing a contact lens and a hydrating medium within a sealed area encompassed by the peel seal, the peel seal being configured such that it includes a lead-in section that results in the peak force required to begin opening the seal to be no more than 150% of the lowest force needed to open the remainder of the seal.

There are also many claims directed to numerous auxiliary ideas that Steve Newman has had that grow out of the flat pack, such as contact lens package containers that will dispense the flat pack, or that hold a 30, 90 or 180 day supply of contact lenses, travel packs and stands that hold the flat pack, and a card onto which the single-use contact lens packages are removably adhered.

Status: Issued patents have been acquired in both the US and Japan claiming the flat pack packaging including the spring disc. Broader claims have recently been filed and are currently being prosecuted in both the US and Japan for a package that compresses or otherwise deforms the contact lens contained within the package. Additionally, claims of varying breadth are currently being prosecuted in the various countries listed in the table below.

Ownership: Clearlab International, Pte. Ltd.

Country	App. No.	Status	Application Date	RFG Matter Number
United States	10/781,321	Abandoned	2/17/2004	40361-0047
United States	7,086,526	Issued	2/27/2004	40361-0048
Japan	2004-318313	Pending	11/1/2004	40361-0050
Patent Cooperation Treaty	PCT/IB2005/000388	Completed	2/16/2005	40361-0049
Japan	2005-40655	Pending	2/17/2005	40361-0051
Japan	2005-86413	Issued	2/17/2005	40361-0052
Taiwan	94104612	Pending	2/17/2005	40361-0053
China	2005/80011502.3	Pending	8/16/2006	40361-0217
Brazil	PI0507761-3	Pending	8/16/2006	40361-0218
European	05708539.1	Pending	9/16/2006	40361-0219
Australia	2005217221	Pending	8/16/2006	40361-0220
New Zealand	549210	Pending	8/16/2006	40361-0221
Canada	2,556,761	Pending	8/16/2006	40361-0222
South Africa	2006/06839	Pending	8/16/2006	40361-0223
South Korea	10-2006-7018989	Pending	9/16/2006	40361-0224
Mexico	PA/a/2006/009367	Pending	8/17/2006	40361-0225
India	1011/MUMNP/2006	Pending	8/25/2006	40361-0226
Federation of Russia	2006133304	Pending	9/16/2006	40361-0227
India	980/MUMNP/2006	Pending	08/21/2006	40361-0247
India	982/MUMNP/2006	Pending	08/22/2006	40361-0248
India	990/MUMNP/2006	Pending	08/24/2006	40361-0249
United States	11/650,231	Pending	01/05/2007	40361-0294

D. Title: Packaging For Disposable Soft Contact Lenses (Compression)

Main Claim: A contact lens package manufactured with a contact lens therein, wherein the contact lens package deforms the contact lens.

Status: We recently received a Final Office Action from the examiner rejecting the broad claim. However, the examiner failed to address a number of the dependent claims. We currently plan on responding to the Final Office Action and preparing documents for appeal to the Board. Additionally, we currently plan on filing a divisional application claiming a contact lens package, wherein the internal depth of the package is less than the sagittal depth of a contact lens.

Ownership: Clearlab International, Pte. Ltd.

Country	App. No.	Status	Application Date	RFG Matter Number
United States	11/404,200	Published	4/13/2006	40361-0065

E. **Title:** Duo Pack

Main Claim: A contact lens package, comprising: a substrate; a first sheet removably sealed to a first side of the substrate; and a second sheet sealed to a second side of the substrate.

Status: This application was filed as a US provisional patent application and will be filed as a CIP in the US in order to provide new matter while claiming priority to the flat pack application. Internationally, the main claims from the Duo Pack application will be filed as divisionals of the Flat Pack nationalizations. The new matter may become the content of a PCT application.

Ownership: Clearlab International, Pte. Ltd.

Country	App. No.	Status	App. Date	RFG Matter Number
United States	60/832,324	Pending	7/21/2006	40361-0067

F. **Title:** Colored Substrate

Main Claims:

1. A primary contact lens package, comprising; a substrate, wherein said substrate comprises a color component.
2. A method of forming a substrate member of a contact lens primary package, comprising: forming a first portion of said substrate member with a colored material; and injecting a homopolymer polypropylene over a portion of said substrate member configured to be exposed to a contact lens stored within said substrate.

Status: This application was filed as a US provisional patent application and will be filed as one or more US utility applications and as a PCT before July 24, 2007.

Ownership: Clearlab International, Pte. Ltd.

Country	App. No.	Status	App. Date	RFG Matter Number
United States	60/833,230	Pending	7/24/2006	40361-0198

G. **Title:** Secondary Pack Containing Prescription

Main Claim: A contact lens packaging system, comprising: a primary package including a contact lens; and a secondary package configured to house said primary package; wherein said secondary package includes patient prescription information.

Status: This application was filed as a US provisional patent application intended to be a safeguard to cover any content of the July event that was not yet covered by patent protection. This provisional contains all of the visual media provided in the July event. This application is not very structured and can be filed as one or more US utility applications and as a PCT before July 26, 2007.

Ownership: Clearlab International, Pte. Ltd.

Country	App. No.	Status	App. Date	RFG Matter Number
United States	60/820,432	Pending	7/26/2006	40361-0213

H. **DELETED**

I. **Title:** Method Of Sterilizing Newly Packaged Contact Lenses

Main Claim: A method of sterilizing a contact lens comprising sterilizing said contact lens with an application of electrolyzed brine.

Status: This application was recently filed as a US utility application and as a PCT application.

Ownership: Clearlab International, Pte. Ltd.

Country	App. No.	Status	App. Date	RFG Matter Number
United States	60/759,735	Expired	1/18/2006	40361-0023
United States	11/654,786	Pending	1/18/2007	40361-0292
PCT	PCT/US07/01 463	Pending	1/18/2007	40361-0294

J. **Title:** Method And Apparatus For Moulding Contact Lenses

Main Claim: The moulds for making a contact lens include a region or regions that are flexible to accommodate shrinkage as the lens polymerizes, producing a constant lens edge thickness.

Status: This application has been granted and registered in Europe, but is still pending in Canada.

Ownership: Clearlab International, Pte. Ltd.

Country	Application No.	Status	Application Date	RFG Matter Number
Canada	2223302	Pending	2/5/1996	40361-0014
European Patent Convention	96901201.2	Issued	2/5/1996	40361-0015
France	96901201.2	Issued	2/5/1996	40361-0016
Germany	96901201.2	Issued	2/5/1996	40361-0017
Great Britain	96901201.2	Issued	2/5/1996	40361-0018
Italy	96901201.2	Issued	2/5/1996	40361-0019
Netherlands	96901201.2	Issued	2/5/1996	40361-0020
Spain	96901201.2	Issued	2/5/1996	40361-0021
Sweden	96901201.2	Issued	2/5/1996	40361-0022
PCT		Completed		40361-0024

K. **Title:** Contact Lens Package Solution

Main Claim: An aqueous contact lens packaging or storage solution which is autoclavable. It includes a viscoelastic rheology modifier, such as hyaluronic acid, less than 0.3% salt, and has a pH of between 6.0 and 8.0 and an osmolality of between 100 and 400 mOsm/kg.

Status: A provisional application and a PCT application have been filed. While the packaging solution is still being developed, the PCT was due to be nationalized by April 1, 2007.

Ownership: Clearlab International, Pte. Ltd.

Country	Application No.	Status	App. Date	RFG Matter Number
United States	60/615,256	Expired	10/1/2004	40361-0058
Patent Cooperation Treaty	PCT/IB2005/002912	Published	9/30/2005	40361-0059
United States	Unassigned	Mailed	4/2/2007	40361-0304
European Patent Convention	05791749.4	Pending	9/30/2005	40361-0305
Japan	50700665877	Pending	4/2/2007	40361-0306

L. **Title:** Contact Lenses and Processes for Manufacturing Contact Lenses

Main Claim: A process of preparing a contact lens comprising polymerizing a polymerisable mixture, wherein said polymerisable mixture has the principle monomers hydroxypropyl methacrylate (HPMA) and 2,3-dihydroxypropyl methacrylate (GMA).

Status: A PCT application was filed in the name of 1-800 Contacts in the UK on 26 September 2003. The application published as a PCT application on 7 April 2005, and has been nationalized in Taiwan. Further nationalization was not requested. A request for examination was made to the European Patent Office on 7 July 2006.

Ownership: Clearlab International, Pte. Ltd.

Country	App. No.	Status	App. Date	RFG Matter Number
United Kingdom	GB 0322640.4	Filed	09/26/2003	40361-0228
Patent Cooperation Treaty	PCT/US2004/031651	Completed	09/27/2004	40361-0229
Canada	2,552,912	Pending	09/27/2004	40361-0231
European	4789096.7	Pending	09/27/2004	40361-0234
Hong Kong	7101322.0	Pending	02/02/2007	40361-0303
Singapore	200604346-7	Pending	09/27/2004	40361-0232
Taiwan	93129221	Pending	09/27/2004	40361-0230
South Africa	2006/05987	Pending	07/19/2006	40361-0233

M. Title: System and Method for Transferring Hydrated Lenses on an Automated Line

Main Claim: A method of transferring a contact lens from a lens hydration bath to a primary package, comprising: transferring said lens with a transfer member to said primary package.

Status: A US provisional patent application has been filed. The provisional application will need to be converted to a US Utility and a PCT application before 10/27/2008.

Ownership: Clearlab International, Pte. Ltd.

Country	App. No.	Status	App. Date	RFG Matter Number
United States	60/854,875	Pending	10/27/2006	40361-0250

N. Title: Package

Status: A patent application has been filed in a number of countries and has been assigned to Clearlab International, Pte. Ltd. from Hosokawa.

Ownership: Clearlab International, Pte. Ltd.

Country	App. No.	Status	App. Date	RFG Matter Number
United States	11/345,219	Pending	02/02/2006	N/A
Japan	2005-036281	Pending	02/14/2005	N/A
Australia	2006200413 A1	Pending		N/A
EPC	1690803 A1	Pending		N/A

