# PATENT ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Secured Party Transfer and Bill of Sale |

CONVEYING PARTY DATA

| Name | Execution Date |
|---|---|
| Mountaineer Capital LP | 01/27/2009 |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Mountaineer Capital LP |
| Street Address: | 1800 Wachovia Tower, Drawer 1200 |
| City: | Roanoke |
| State/Country: | VIRGINIA |
| Postal Code: | 24006 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---|---|
| Patent Number: | 6786928 |

CH $40.00 6786928

CORRESPONDENCE DATA

Fax Number: (540)510-3050
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*
Phone: 540-510-3046
Email: trademarks@leclairryan.com
Correspondent Name: Tara A. Branscom
Address Line 1: 10 S. Jefferson Street
Address Line 2: Suite 1800
Address Line 4: Roanoke, VIRGINIA 24011

| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | 21257.0001 |
| NAME OF SUBMITTER: | Tara A. Branscom |

Total Attachments: 10
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MEMORANDUM RE. OWNERSHIP TRANSFER PURSUANT TO UCC SALE

Mountaineer Capital LP has security interests in U.S. Patent Registration No. 6,786,928, recorded at Reels/Frames 015293/0048, 014999/0897, 015251/0743, 015583/0965, and 016958/0007.

The registrant ThinOptX, Inc. defaulted in repayment of its indebtedness to Mountaineer Capital LP. See Notice of Default dated May 23, 2007, attached hereto as Exhibit A.

Mountaineer Capital LP notified registrant ThinOptX, Inc. of the disposition of its intellectual property collateral on November 7, 2008. See Exhibit B.

On December 2, 2008, a public sale of the intellectual property assets of ThinOptX, Inc. was held. Mountaineer Capital LP was the only bidder and acquired all of ThinOptX, Inc.'s intellectual property assets.

Mountaineer Capital LP as the secured party transferred the intellectual property assets of ThinOptX, Inc. pursuant to the Secured Party Bill of Sale dated as of January 27, 2009 and attached hereto as Exhibit C.

EXHIBIT A

101 South Queen Street
Martinsburg, West Virginia 25401
(304) 263-0836

7000 Hampton Center, Suite K
Morgantown, West Virginia 26505
(304) 285-2500

155 East Main Street, Suite 300
Lexington, Kentucky 40507
(859) 252-2202

Bowles Rice
McDavid Graff & Love LLP
Attorneys at Law

600 Quarrier Street
Charleston, West Virginia 25301

Post Office Box 1386
Charleston, West Virginia 25325-1386
(304) 347-1100

www.bowlesrice.com

19 West Cork Street, Suite 102
Winchester, Virginia 22601
(540) 723-8877

5th Floor, United Square
501 Avery Street
Parkersburg, West Virginia 26101
(304) 485-8500

May 23, 2007

Amy J. Tawney
Telephone — (304) 347-1123
Facsimile — (304) 343-3058

E-Mail Address:
atawney@bowlesrice.com

ThinOptX, Inc.
Attention: Mr. Wayne B. Callahan
Post Office Box 784
Abingdon, Virginia 24212-0784

**VIA ELECTRONIC TRANSMISSION AND CERTIFIED MAIL RETURN RECEIPT REQUESTED**

Re: Notice of Event of Default

Dear Mr. Callahan:

My firm represents Mountaineer Capital, LP. Please be advised that ThinOptX, Inc. ("ThinOptX") is in default under the following promissory notes and related loan documents executed in connection therewith for failure to pay the notes upon maturity:

a. Bridge Loan Line of Credit Note from ThinOptX, Inc. dated April 6, 2004, and made payable to Mountaineer Capital, LP in the principal amount of Three Hundred Fifty Thousand Dollars ($350,000.00), as amended by that certain First Allonge to Bridge Loan Line of Credit Note dated April 8, 2005, that certain Second Allonge to Bridge Loan Line of Credit Note dated September 1, 2005, and that certain Third Allonge to Bridge Loan Line of Credit Note dated January 31, 2006. The maturity date of the note was extended to April 30, 2006.

b. Bridge Loan Term Note from ThinOptX, Inc. dated July 13, 2004, and made payable to Mountaineer Capital, LP in the principal amount of One Hundred Thousand Dollars ($100,000.00), as amended by that certain First Allonge to Bridge Loan Term Note dated April 8, 2005, that certain Second Allonge to Bridge Loan Term Note dated September 1, 2005, and that certain Third Allonge to Bridge Loan Term Note dated January 31, 2006. The maturity date of the note was extended to April 30, 2006.

c. Bridge Loan Term Note from ThinOptX, Inc. dated September 1, 2005, and made payable to Mountaineer Capital, LP in the principal amount of One Hundred Ninety-Six Thousand Eight Hundred Twenty-Two Dollars and Twenty-Two Cents ($196,822.22), as amended by that certain First Allonge to Bridge Loan Term Note dated January 31, 2006. The maturity date of the note was extended to April 30, 2006.

d. Line of Credit Note from ThinOptX, Inc. dated May 23, 2003, and made payable to Highlands Union Bank, in the original principal amount of Seventy-Five Thousand

Dollars ($75,000.00) as assigned to Mountaineer Capital, LP pursuant to that certain Agreement for Sale and Transfer of Promissory Note and Collateral dated September 14, 2006 for the purchase price of $41, 314.28.

The following chart shows the principal amount of the above described notes, the interest accrued as of May 22, 2007, and the total balance owed on each note:

| Date of Promissory Note/Loan Origination Date | Principal Amount | Interest Accrued as of May 22, 2007 | Total Amount of Principal and Interest |
|---|---|---|---|
| April 6, 2004 | $350,000.00 | 48,155.57 | $398,155.57 |
| July 13, 2004 | $100,000.00 | $13,800.00 | $113,800.00 |
| September 1, 2005 | $196,822.22 | $27,161.47 | $223,983.69 |
| September 14, 2006 | $41,314.28 | $2,276.88 | $43,591.16 |
| Totals | $688,136.50 | $91,393.92 | **$779,530.42** |

In addition to the principal and accrued interest described above, ThinOptX owes Mountaineer Capital, LP $10,437.47 to date for payment by Mountaineer Capital, LP of insurance and patent maintenance fees. These fees were paid by Mountaineer Capital, LP in accordance with those certain Security and Assignment Agreements by and between ThinOptX and Mountaineer Capital, LP.

You are hereby notified that ThinOptX, Inc. may cure its default by paying the principal and interest owed under the promissory notes and reimbursing Mountaineer Capital for the expenses incurred by Mountaineer Capital, LP in the protection and preservation of the collateral in the total amount of **$789,967.89** so as to arrive not later than ten (10) calendar days, including weekends and holidays, of the date of mailing of this notice. Payment should be made to Mountaineer Capital, LP, 107 Capitol Street, Suite 300, Charleston, West Virginia 25301. The interest has been calculated through the date of this notice and will increase if the payment is not made within ten (10) calendar days of this notice.

If the default is not timely cured, Mountaineer Capital, LP may exercise any of its rights and remedies set forth in Security and Assignment Agreements executed in connection with the notes or to which it is entitled by law or equity.

Very truly yours,

Amy J. Tawney

Amy J. Tawney

AJT/jam
cc: William H. Taylor
Angi Hyre

1809577.1

EXHIBIT B

November 7, 2008

**NOTIFICATION OF DISPOSITION OF COLLATERAL**

TO:

ThinOptX, Inc.
Attn: Wayne Callahan
P.O. Box 784
Abingdon, VA 24212-0784

ThinOptX, Inc.
Attn: Wayne Callahan
15856 Porterfield Highway
Abingdon, VA 24212

Grady Vanderhoofven
Southeast Capital Partners
c/o Meritus Ventures
1020 Commerce Park Drive
Oak Ridge, TN 37830

FROM:

Mountaineer Capital, LP
107 Capital Street
Suite 300
Charleston, WV 25301

This letter is to provide notice that we will sell certain intellectual property collateral, including without limitation, all marketable patents and trademarks, to the highest qualified bidder in a public sale as follows:

Date: December 2, 2008
Time: 10:00 a.m.
Place: Offices of LeClairRyan, A Professional Corporation, 10 South Jefferson Street, Roanoke, Virginia 24011.

You are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell. You may request an accounting by calling Michael E. Hastings, Esq. of LeClairRyan at 540-777-3065.

Very truly yours,

Michael E. Hastings

E-mail: michael.hastings@leclairryan.com
Direct Phone: 540.777.3065
Direct Fax: 540.510.3050

1800 Wachovia Tower, Drawer 1200
Roanoke, Virginia 24006
Phone: 540.510.3000 \ Fax: 540.510.3050

EXHIBIT C

# SECURED PARTY BILL OF SALE

THIS SECURED PARTY BILL OF SALE is made this 27 day of January, 2009, by MOUNTAINEER CAPITAL LP, whose address is c/o Michael E. Hastings, Esq., LeClair Ryan, 1800 Wachovia Tower, Drawer 1200, Roanoke, Virginia 24006, hereafter called "Seller," to MOUNTAINEER CAPITAL LP, whose address is c/o Michael E. Hastings, Esq., LeClair Ryan, 1800 Wachovia Tower, Drawer 1200, Roanoke, Virginia 24006, hereafter called "Buyer".

## WITNESSETH:

WHEREAS, Seller has a properly perfected security interest ("Security Interest") in personal property of ThinOptx, Inc., a Virginia corporation whose address is 15856 Porterfield Highway, Abingdon, VA 24212 ("Debtor"), including, but not limited to, the property described on Schedule "A" hereto (the "Property"); and

WHEREAS, the indebtedness owed by Debtor to Seller (the "Indebtedness") and which is secured by the Property is in default, the Seller is the holder and owner of the Indebtedness and the Seller has the right to foreclose upon and sell said Property pursuant to Section 8.9A-610 of the Code of Virginia in partial satisfaction of the Indebtedness; and

WHEREAS, Seller wishes to sell and Buyer wishes to purchase, the Property pursuant to this Bill of Sale.

THEREFORE, in consideration of the foregoing premises and the payment of Five Hundred Thousand and 00/100 Dollars ($500,000.00) (the "Purchase Price"), the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 8.9A-610 of the Code of Virginia, Seller does hereby grant, bargain, sell, assign, transfer and convey unto Buyer, its successors and assigns, all right, title and interest of Debtor in and to the Property together with all goodwill associated therewith, as described on Schedule A hereto, upon and subject to the terms described herein.

Except as provided immediately following this paragraph, Seller makes no representation or warranty, express or implied, as to any matter whatsoever, including, but not limited to: the condition, design, or quality of the Property; the fitness of the Property for use or for a particular purpose; the merchantability of the Property; compliance of the Property with the requirements of any laws, rules, specifications or contracts pertaining thereto; patent infringement; latent defects; the quality of the material or workmanship of the Property or the conformity of the Property to the provisions and specifications of any purchase order relating thereto; the operation, use, or performance of the Property; or any other representation or warranty of any kind, express or implied, with respect to the Property. Buyer also acknowledges that Seller has made no represenation or warranty of any kind, nature or description, express or implied, with respect to the operation, use or performance of the Property. Seller represents and warrants only as follows: (a) that it is the holder of the Indebtedness and that it is properly perfected and secured by the Property; (b) that it has the authority to convey title pursuant to applicable Virginia law and pursuant to the document evidencing the Indebtedness; and (c) that it has performed a UCC lien and judgment, and that it is not aware of any other lien or encumbrance against the Property.

Seller shall have no liability to Buyer or any person whomsoever (including lessees or purchasers of all or any of the Property) for any claim, loss, damage or expense (including attorney fees) of any kind or nature, whether special, consequential, economic or otherwise, caused or alleged to be caused directly, indirectly, incidentally, or consequentially by the Property or any part thereof or products therefrom, by any inadequacy of the Property or defect or deficiency therein, by any incident whatsoever arising in strict liability or otherwise from Seller's or Buyer's negligence or otherwise, or for any loss of business or damage whatsoever and howsoever caused, or arising out of this Agreement or the Property.

Buyer acknowledges that Seller has made no representation or warranty concerning the Property. BUYER PURCHASES THE PROPERTY AS IS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Buyer accepts the Property subject to the terms of this Bill of Sale.

Buyer agrees to be responsible for all taxes, liens, charges, and encumbrances accrued after the date hereof or that are hereafter incurred, assessed, or imposed on the Property or as a result of the ownership or purchase of the Property by the Buyer. Buyer hereby agrees to hold Seller harmless from and against any and all taxes, liens, charges and encumbrances that are hereafter accrued incurred, assessed or imposed on the Property or as a result of the Buyer's ownership or purchase of the Property.

IN WITNESS WHEREOF, Seller has executed this instrument on the date first written above.

SELLER:

MOUNTAINEER CAPITAL LP

By: W. N. Taylor

Its: General Partner

BUYER:

MOUNTAINEER CAPITAL LP

By: W. N. Taylor

Its: General Partner

EXHIBIT A

## ThinOptX, Inc.'s U.S. Registered Trademarks

| Mark | App Ser No | Issue No | Filing Date | Issue Date |
|---|---|---|---|---|
| ThinOptX | 76/401,939 | 2,795,766 | 4/30/02 | 12/16/03 |
| Rollable | 76/423,360 | 2,814,333 | 6/20/02 | 2/10/04 |

## ThinOptX, Inc.'s U.S. Patents

| Description | Issue No | Issue Date |
|---|---|---|
| Crossed Haptic for Intraocular Lenses | 6,083,261 | 7/4/00 |
| Deformable Intraocular Corrective Lens | 6,096,077 | 8/1/00 |
| Haptics for an Intraocular Lens | 6,224,628 B1 | 5/1/01 |
| Method of Implanting a Deformable Intraocular Corrective Lens | 6,488,707 B1 | 12/3/02 |
| Crossed Haptics for Intraocular Lenses | 6,517,577 B1 | 2/11/03 |
| Intraocular Lens Case | 6,622,855 | 9/23/03 |
| Deformable Intraocular Multi-Focal Lens | 6,666,887 B1 | 12/23/03 |
| Small Incision Lens | 6,786,928 B2 | 9/7/04 |
| Method of Using a Small Incision Lens | 6,800,091 B2 | 10/5/04 |
| Deformable Intraocular Corrective Lens | 6,921,415 B2 | 7/26/05 |

## ThinOptX, Inc.'s International Patents

| Country | Description | Issue No | Issue Date |
|---|---|---|---|
| Canada | Deformable Intraocular Corrective Lens | 2,284,963 | 12/10/02 |

## ThinOptX, Inc.'s Pending International Patents

| Country | Description | Application No | Filing Date |
|---|---|---|---|
| European Union | Small Incision Lens and Method of Use Thereof | 02750055.7 | 1/22/2004 |
| European Union | Deformable Intraocular Multi-Focus Lens | 02789471.0 | 5/23/2004 |
| Japan | Deformable Intraocular Multi-Focus Lens | 2001-535720 | 7/17/2004 |