

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Optima, Inc.	05/29/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Asahi Lite Optical Co., Ltd.
Street Address:	3-1, Hoen 4-chome
City:	Fukui City, Fukui
State/Country:	JAPAN
Postal Code:	910-0004
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	6008296
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(203)787-5818
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	203-787-0595
Email:	delpet@delpet.com
Correspondent Name:	DeLio & Peterson, LLC
Address Line 1:	121 Whitney Avenue
Address Line 4:	New Haven, CONNECTICUT 06510
ATTORNEY DOCKET NUMBER:	OPT 10500
NAME OF SUBMITTER:	Peter W. Peterson
Total Attachments: 13 source=OPTIMA-ASAHI-Security-Agreement#page1.tif source=OPTIMA-ASAHI-Security-Agreement#page2.tif source=OPTIMA-ASAHI-Security-Agreement#page3.tif source=OPTIMA-ASAHI-Security-Agreement#page4.tif source=OPTIMA-ASAHI-Security-Agreement#page5.tif	

OP \$40.00 6008296

**500942945**

**PATENT  
 REEL: 023129 FRAME: 0456**

source=OPTIMA-ASAHI-Security-Agreement#page6.tif  
source=OPTIMA-ASAHI-Security-Agreement#page7.tif  
source=OPTIMA-ASAHI-Security-Agreement#page8.tif  
source=OPTIMA-ASAHI-Security-Agreement#page9.tif  
source=OPTIMA-ASAHI-Security-Agreement#page10.tif  
source=OPTIMA-ASAHI-Security-Agreement#page11.tif  
source=OPTIMA-ASAHI-Security-Agreement#page12.tif  
source=OPTIMA-ASAHI-Security-Agreement#page13.tif

## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement is entered into as of May 29, 2009 by and between Optima, Inc., a Connecticut corporation having its principal office located at 111 Research Drive, Stratford, Connecticut 06615 (the "Pledgor"), and Asahi Lite Optical Co., Ltd., a Japanese corporation having its principal place of business located at 3-1, Hoei 4-chome, Fukui City, Fukui, Japan 910-0004 (the "Secured Party").

Whereas, the execution and delivery of this Agreement is a condition to the Secured Party extending credit to Pledgor;

Now, therefore, the Pledgor agrees with Secured Party as follows:

1. Definitions. All terms defined in the Loan Agreement, Commercial Promissory Note and related debt documents between the Pledgor and the Secured Party, each of even date herewith (collectively, the "Debt Documents") which are not otherwise defined herein shall have the meanings stated in the Debt Documents. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection the Debt Documents which the Pledgor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several.

"Patents" means all of the Pledgor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without

limitation the patents listed on **Exhibit A** and any divisions, continuations, continuations-in-part, reissues or corresponding foreign patents and patent applications.

"Trademarks" means all of the Pledgor's right, title and interest in and to trademarks, service marks, collective membership marks, any registrations or applications for registration therefor, together with the respective goodwill associated with each, fees or royalties with respect to each, including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B and any divisions or renewals thereof or corresponding foreign trademark registrations and applications.

2. Security Interest. The Pledgor hereby irrevocably pledges and assigns to, and grants to the Secured Party a security interest, with power of sale to the extent permitted by law, (the "Security Interest") in the Patents and in the Trademarks to secure payment and performance of the Obligations.

3. Representations, Warranties And Agreements. The Pledgor hereby represents, warrants and agrees as follows:

a) Existence, Authority. The Pledgor is a corporation, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Pledgor have been duly authorized by all necessary action of the Pledgor's board of directors, and if necessary its stockholders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Pledgor and constitutes the Pledgor's lawful, binding and legally enforceable obligation. Except for any financing statement required to be filed under the applicable Uniform Commercial Code (the "UCC") and any filing or recording of this Agreement in the U.S. Patent and Trademark Office, the authorization, execution, delivery and performance of this Agreement do not

require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

- b) Patents. All of the Patents identified in **Exhibit A** are owned or controlled by the Pledgor as of the date hereof and the information in Exhibit A accurately reflects the existence and status of the Patents listed therein as of the date hereof.
- c) Trademarks. All of the Trademarks identified in **Exhibit B** are owned or controlled by the Pledgor as of the date hereof and the information in **Exhibit B** accurately reflects the existence and status of Trademarks listed therein as of the date hereof.
- d) Title. Except as set forth in **Exhibit C**, the Pledgor has full title to each Patent and each Trademark listed on **Exhibits A** and **Exhibit B**, free and clear of all security interests, liens and encumbrances, except the Security Interest. Except as set forth in **Exhibit C**, the Pledgor (i) will have, at the time the Pledgor acquires ownership in Patents or Trademarks hereafter arising, full title to each such Patent or Trademark, free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) except for licenses entered into hereafter in the ordinary course of business for fair consideration and which do not cause material harm to the Secured Party as holder of the Note, will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.
- e) No Sale. The Pledgor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent, except (i) as permitted in Section 3(d)(ii) above, and (ii) sale or disposition of Patents or Trademarks that provide no material continuing benefit to Pledgor.
- f) Defense. The Pledgor will at its own expense, and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or

demands of all persons other than the Secured Party, which would cause material harm to the Secured Party.

g) Maintenance. The Pledgor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register or obtain letters patent, file all affidavits and renewals, and pay all annuities and maintenance fees possible with respect to issued registrations and letters patent. The Pledgor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark (except for those that provide no material continuing benefit to Pledgor), nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice to allow the Secured Party to timely pay any such maintenance fees or annuity or take such other action which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, or take such other action, should such be necessary or desirable.

h) Secured Party's Right To Take Action. If the Pledgor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Pledgor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Pledgor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Pledgor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

i) Power of Attorney. To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Pledgor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its

delegate, as the attorney-in-fact of the Pledgor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Pledgor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Pledgor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the payment and performance of all Obligations.

4. Pledgor's Use of The Patents and Trademarks. The Pledgor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains unwaived or uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) any Event of Default, as defined in the Debt Documents, shall occur; or (b) the Pledgor shall fail promptly (including any applicable grace period) to observe or perform any covenant or agreement herein binding on it.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter during its continuance, the Secured Party may, at its option, take any or all of the following actions:

a) The Secured Party may exercise any or all remedies available under the Debt Documents.

b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if the Secured Party shall commence any suit for such enforcement, the Pledgor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged by a writing signed by both parties. The Security Interest shall be released in accordance with the provisions of the Debt Documents or in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Pledgor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Pledgor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Pledgor and delivered to the Secured Party, and the Pledgor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A true copy of this Agreement or of any financing statement signed by the Pledgor shall have the same force and effect as the original for all purposes of a financing statement. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed



Patent and Trademark Security Agreement  
Optima, Inc.

as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

Witness:

Optima, Inc.

Gustavo Abund

By: 山嶋 吉邦

Witness:

Asahi Lite Optical Co., Ltd.

Junichi Kato

By: [Signature]

EXHIBIT A

Patent Inventory  
for Optima, Inc.

	COUNTRY	S	TITLE	FILED	S/N	PAT DATE	PAT NO	EXP.
OPT	10500	UNITED STATES	I OPTICAL TERPOLYMER OF POLYISOCYANATE POLYTHIOL AND POLYENE MONOMERS	04/19/95	08/425,958	12/28/99	6,008,296	12/28/16
OPT	10700	UNITED STATES	I Optical Thermoplastic Thiourethane-Urethane Copolymers	12/22/95	08/548,806	10/21/97	5,679,756	12/22/15
OPT	100008008	CHINA	I Extrusion-Compression Molding of Optical Articles	01/12/99	99802466.X	12/11/02	ZL99802466.X	01/12/19
OPT	100008011	EPC	I Extrusion-Compression Molding of Optical Articles	01/12/99	99901440.0	08/23/06	1054762	01/12/19
OPT	100008014	FRANCE-EP	I Extrusion-Compression Molding of Optical Articles	01/12/99	99901440.0	08/23/06	1054762	01/12/19
OPT	100008015	GERMANY-EP	I Extrusion-Compression Molding of Optical Articles	01/12/99	99901440.0	08/23/06	1054762	01/12/19
OPT	100008022	ITALY-EP	I Extrusion-Compression Molding of Optical Articles	01/12/99	99901440.0	08/23/06	1054762	01/12/19
OPT	100008023	JAPAN	I Extrusion-Compression Molding of Optical Articles	01/12/99	2000-529943	02/27/09	4267820	01/12/19
OPT	100008024	KOREA	I Extrusion-Compression Molding of Optical Articles	01/12/99	10-2000-7007768	11/03/05	527615	01/12/19
OPT	100008092	RUSSIAN FED.	I Extrusion-Compression Molding of Optical Articles	01/12/99	2000122440	05/20/03	2204483	01/12/19
OPT	100008038	SPAIN-EP	I Extrusion-Compression Molding of Optical Articles	01/12/99	99901440.0	08/23/06	1054762	01/12/19

"S"=tatus N=Not Filed P=Pending I=Issued E=Expired A = Aband. T=Transferred

COUNTRY	S	TITLE	FILED	S/N	PAT DATE	PAT NO	EXP.
OPT	100008000	UNITED STATES   Extrusion-Compression Molding of Optical Articles	01/28/98	09/014,811	01/18/00	6,015,512	01/28/18
OPT	100009011	EPC   Continuous Extrusion-Compression Molding Process for Making Optical Articles	10/05/99	99950217.2	12/26/07	1177090	10/05/19
OPT	100009014	FRANCE-EP   Continuous Extrusion-Compression Molding Process for Making Optical Articles	10/05/99	99950217.2	12/26/07	69937845.1	10/05/19
OPT	100009015	GERMANY-EP   Continuous Extrusion-Compression Molding Process for Making Optical Articles	10/05/99	99950217.2	12/26/07	1177090	10/05/19
OPT	100009016	GREAT BRITAIN-   Continuous Extrusion-Compression Molding Process for Making Optical Articles	10/05/99	99950217.2	12/26/07	1177090	10/05/19
OPT	100009022	ITALY-EP   Continuous Extrusion-Compression Molding Process for Making Optical Articles	10/05/99	99950217.2	12/26/07	21914BE/2008	10/05/19
OPT	100009092	RUSSIAN FED.   Continuous Extrusion-Compression Molding Process for Making Optical Articles	10/05/99	200111891	12/27/03	2220048	10/05/19
OPT	100009038	SPAIN-EP   Continuous Extrusion-Compression Molding Process for Making Optical Articles	10/05/99	99950217.2	12/26/07	1177090	10/05/19
OPT	100009041	SWITZERLAND-E   Continuous Extrusion-Compression Molding Process for Making Optical Articles	10/05/99	99950217.2	12/26/07	1177090	10/05/19
OPT	100009000	UNITED STATES   Continuous Extrusion-Compression Molding Process for Making Optical Articles	10/30/98	09/182,961	03/28/00	6,042,754	01/28/18
OPT	100010000	UNITED STATES   Optical Lens Coating Apparatus and Method	09/06/00	09/656,982	05/14/02	6,387,441	09/06/20
OPT	100011000	UNITED STATES   Plastic Lenses for Spectacles with High Refractive Indices	05/13/02	10/141,552	10/17/06	RE39,343	10/24/16

"S"=Status N=Not Filed P=Pending I=Issued E=Expired A = Aband. T=Transferred

	COUNTRY	S	TITLE	FILED	S/N	PAT DATE	PAT NO	EXP.
OPT	100012008	CHINA	P	Ultra Low Residual Reflection, Low Stress Lens Coating	05/18/04	200480014127.3		
OPT	120012008	CHINA	P	Ultra Low Residual Reflection, Low Stress Lens Coating	05/18/04	200810179582.9		
OPT	110012008	CHINA	P	Ultra Low Residual Reflection, Low Stress Lens Coating	05/18/04	200810179583.3		
OPT	100012011	EPC	P	Ultra Low Residual Reflection, Low Stress Lens Coating	05/18/04	04752487.1		
OPT	100012018	HONG KONG	P	Ultra Low Residual Reflection, Low Stress Lens Coating	09/28/06	06110793.2		
OPT	100012023	JAPAN	P	Ultra Low Residual Reflection, Low Stress Lens Coating	05/18/04	2006-533162		
OPT	100012024	KOREA	P	Method for Making Optical Lenses Having an Anti-Reflection Coating and the Optical Article Produced Thereby	05/18/04	10-2005-7022291		
OPT	110012024	KOREA	I	Method for Making Optical Lenses Having an Anti-Reflection Coating	05/18/04	10-2007-7017545	10-860959	05/18/24
OPT	120012024	KOREA	I	Method for Making Optical Lenses Having an Anti-Reflection Coating and the Optical Article Produced Thereby	05/18/04	10-2007-7017546	10-869045	05/18/24
OPT	100012092	RUSSIA	I	Ultra Low Residual Reflection, Low Stress Lens Coating	05/18/04	2005136391	2324763	05/18/24
OPT	100012042	TAIWAN	I	Ultra Low Residual Reflection, Low Stress Lens Coating	05/20/04	93114237	1269058	05/19/24
OPT	100012063	THAILAND	I	Ultra Low Residual Reflection, Low Stress Lens Coating	05/18/04	0401001756	25440	05/17/24
OPT	100012000	UNITED STATES	I	Ultra Low Residual Reflection, Low Stress Lens Coating	05/23/03	10/444,582	6,972,136	11/11/23
OPT	110012000	UNITED STATES	I	Ultra Low Residual Reflection, Low Stress Lens Coating	10/19/05	11/253,514	7,311,938	08/25/23
OPT	120012000	UNITED STATES	P	Ultra Low Residual Reflection, Low Stress Lens Coating	04/25/07	11789,646		
OPT	130012000	UNITED STATES	P	Ultra Low Residual Reflection, Low Stress Lens Coating	04/25/07	11789,774		

"S"=Status N=Not Filed P=Pending I=Issued E=Expired A = Aband. T=Transferred

	COUNTRY	S	TITLE	FILED	S/N	PAT DATE	PAT NO	EXP.
OPT 100013008	CHINA	P	Lens Blocking System	04/13/04	200410032915.7			
OPT 100013011	EPC	P	Lens Blocking System	03/23/04	04820703.9			
OPT 100013018	HONG KONG	P	Lens Blocking System	03/11/05	05102123.1			
OPT 100013023	JAPAN	P	Lens Blocking System	04/08/04	2004-113842			
OPT 100013024	KOREA	I	Lens Blocking System	04/06/04	10-2004-0023302	04/17/07	710607	04/06/24
OPT 100013036	SINGAPORE	I	Lens Blocking System	04/01/04	200401806-5	10/31/05	114662	04/01/24
OPT 100013042	TAIWAN	I	Lens Blocking System	03/31/04	93108846	09/21/05	1239892	03/30/24
OPT 100013063	THAILAND	P	Lens Blocking System	03/31/04	089840			
OPT 100013000	UNITED STATES	I	Lens Blocking System	12/11/03	10733,144	09/13/05	6,942,746	12/11/23

**TRADEMARK STATUS REPORT**

Optima, Inc.

CLI	DKT	COUNTRY/ST	S	MARK	SERIAL NO	FILED	REG NO.	REG DATE	RENEW
OPT	400018000	UNITED STATES	I	CERIUM 58	76/459,973	10/15/02	2,809,250	01/27/04	01/27/14
OPT	400020008	CHINA	I	COLOR FREE AR	4404305	12/08/04	4404305	06/21/07	06/20/17
OPT	400020042	TAIWAN	I	COLOR FREE AR	93057306	12/08/04	1161061	07/01/05	06/30/15
OPT	400025000	UNITED STATES	I	COLOR FREE AR THE INVISIBLE LENS	76/650,595	11/18/05	3,197,715	01/09/07	01/09/17
OPT	400015000	UNITED STATES	I	ECM-9	76/126,030	09/11/00	2,698,342	03/18/03	03/18/13
OPT	40207	CANADA	I	HYPERINDEX	858,780	10/15/97	TMA507,423	02/01/99	02/01/14
OPT	410002011	CTM	I	HYPERINDEX	2777126	07/16/02	2777126	09/05/03	07/16/12
OPT	40200	UNITED STATES	I	HYPERINDEX	75/131,295	07/07/96	2,073,837	06/24/97	06/24/17
OPT	40300	UNITED STATES	I	HYPERVIEW	75/166,275	09/16/96	2,071,974	06/17/97	06/17/17
OPT	400017011	CTM	I	POLARTEC	2768398	07/10/02	2768398	09/05/03	07/10/12
OPT	400017000	UNITED STATES	I	POLARTEC	76/402,604	04/30/02	2,772,480	10/07/03	10/07/13
OPT	400013011	CTM	I	RESOLUTION	2768406	07/10/02	2768406	09/05/03	07/10/12
OPT	400013000	UNITED STATES	I	RESOLUTION	75/927,075	02/23/00	2,579,703	06/11/02	06/11/12
OPT	400024011	CTM	I	RESPONSE	4254744	01/24/05	4254744	04/05/06	01/24/15
OPT	400024000	UNITED STATES	I	RESPONSE	76/623,052	12/03/04	3,044,123	01/17/06	01/17/16
OPT	400019000	UNITED STATES	I	TANTIUM	76/465,564	11/08/02	2,830,689	04/06/04	04/06/14
OPT	400023011	CTM	I	VUE POINT TECHNOLOGY	4221263	12/31/04	4221263	02/16/06	12/31/14
OPT	410023000	UNITED STATES	I	VUE POINT TECHNOLOGY	76/664,735	08/17/06	3,259,794	07/10/07	07/10/17

**Exhibit C**

None