

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
iScreen, LLC	04/21/2009
RECEIVING PARTY DATA	
Name:	iScreen Vision, Inc.
Street Address:	3181 Poplar Avenue
Internal Address:	Suite 200
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38111
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5989194
Patent Number:	6523954
CORRESPONDENCE DATA	
Fax Number:	(901)680-7201
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(901) 680-7271
Email:	patent.docket@butlersnow.com
Correspondent Name:	James D. Montgomery
Address Line 1:	P.O. Box 171443
Address Line 4:	Memphis, TENNESSEE 38187
ATTORNEY DOCKET NUMBER:	024954.61660
NAME OF SUBMITTER:	James D. Montgomery
Total Attachments: 10 source=iScreen Assignment#page1.tif source=iScreen Assignment#page2.tif	

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Contribution Agreement

THIS CONTRIBUTION AGREEMENT ("Agreement") is made and entered into effective as of 21st day of April, 2009, by and between **iScreen Vision, Inc.**, a Tennessee corporation (the "Corporation"), and, **iScreen, LLC**, a Delaware limited liability company (the "Shareholder").

RECITALS:

- A. The Corporation is a recently formed Delaware corporation.
- B. The Corporation is authorized to issue fifty million (50,000,000) shares of common stock.
- C. The parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which contributions shall be made to the Corporation in exchange for common stock of the Corporation.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Shareholder hereby subscribes to seven million five hundred thousand (7,500,000) shares of common stock of the Corporation, and in exchange therefor hereby grants, bargains, sells, conveys, assigns and transfers to Corporation all personal property, tangible and intangible (including, without limitation, all patents and patent applications listed on **Exhibit A** attached hereto), trademarks, copyrights and all other intellectual property rights (the "Intellectual Property") and all goodwill, contract rights, agreements and arrangements (whether written or oral) receivables, deposits, cash, leasehold rights, licenses and permits of Shareholder (the "Contributed Property").

2. The Corporation hereby accepts the transfer of the Contributed Property. Upon receipt of the Contributed Property, the Corporation will cause said shares of stock to be issued in the name of Shareholder and will deliver one or more certificates evidencing said shares to each Shareholder. As part consideration for the contribution of the Contributed Property, the Corporation shall issue a promissory note (the "Note") to Shareholder with a principal amount equal to \$500,000.00, bearing interest at a rate equal to the Short Term Applicable Federal Rate (compounding annually as published by the Internal Revenue Service) then in effect for the month in which the Notes are issued. The form of such Note is attached hereto on **Exhibit B** and the terms of which are hereby incorporated herein by this reference.

3. As part of the transfer described above, the Corporation hereby agrees to assume all operating loans to Shareholder heretofore funded by John Stokes, Jr. and Ross Kennedy, M.D., which loan amounts are listed on **Exhibit C** hereto.

4. The parties intend that the transactions contemplated by this Agreement shall constitute transfers to a corporation controlled by transferors qualifying for the treatment

afforded under Section 351 of the Internal Revenue Code of 1986, as amended.

5. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

6. This Agreement (including the documents referred to herein) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements or representations by or between the parties, written or oral, that may have related in any way to the subject matter hereof.

7. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other party.

8. This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which shall be considered together as one and the same instrument. Further, in making proof of this Agreement, it shall not be necessary to produce or account for more than one (1) such counterpart. Execution by a party of a signature page hereto shall constitute due execution and shall create a valid, binding obligation of the party so signing, and it shall not be necessary or required that the signatures of all parties appear on a single signature page hereto.

9. Delivery of an executed counterpart of this Agreement may be made by facsimile or other electronic transmission. Any such counterpart or signature pages sent by facsimile or other electronic transmission shall be deemed to be written and signed originals for all purposes, and copies of this Agreement containing one or more signature pages that have been delivered by facsimile or other electronic transmission shall constitute enforceable original documents. As used in this Agreement, the term "electronic transmission" means and refers to any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient of the communication, and that may be directly reproduced in paper form by such a recipient through an automated process.

10. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware.

11. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all parties hereto. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

[signature page follows]

[Signature Page to Contribution Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CORPORATION:

iScreen, Inc.

By: Jack Bellows
Jack Bellows, President

SHAREHOLDER:

iScreen, LLC

By: Jack Bellows
Jack Bellows, President

Exhibit A
to
Contribution Agreement

Patents and Patent Applications

- | | <u>Publication No.:</u> | <u>Title:</u> |
|----|--|-------------------------------------|
| 1. | WO02076334A3 | System and Method for Eye Screening |
| 2. | US6523954 | System and Method for Eye Screening |
| 3. | EP1349488A4 | System and Method for Eye Screening |
| 4. | CN1486156T | System and Method for Eye Screening |
| 5. | CA2432326AA | System and Method for Eye Screening |
| 6. | The joint interest held by iScreen, LLC in Patent No. 5989194. | |

Exhibit B
to
Contribution Agreement

Form of Promissory Note

PROMISSORY NOTE

\$ _____ .00

Memphis, Tennessee
_____, 200__

FOR VALUE RECEIVED, the undersigned, **iScreen Vision, Inc.**, a Tennessee corporation (hereinafter referred to as the "Maker"), promises to pay to the order of **iScreen, LLC**, a Delaware limited liability company (hereinafter referred to as the "Payee") (the Payee, together with any subsequent holder hereof is hereinafter referred to as the "Holder"), the principal sum of _____ Dollars (\$ _____ .00), together with interest thereon, at the rates hereinafter set forth, together with all other fees and charges hereinafter set forth, in lawful money of the United States of America, ninety (90) days after the first to occur of the following: 1) Maker is funded with \$1,000,000.00 from a single round of financing or multiple rounds of financing within any fiscal year of Maker; 2) Maker's earnings before interest, taxes, depreciation, and amortization reach at least \$2,000,000.00 for any fiscal year, or 3) the expiration of three years from the date of this Promissory Note. This Note shall be payable at the office of the Payee at 516 Tennessee Street, Suite 217, Memphis, Shelby County, Tennessee 38103, or at such other place as the Holder may designate to the Maker in writing from time to time,

1. Definitions. As used herein, the following terms shall have the indicated definitions:

- a. "Business Day" means any weekday on which banks are generally open for business in Memphis, Tennessee.
- b. "Default" has the meaning set forth in Paragraph 8 below.
- c. "Indebtedness" means all indebtedness evidenced by this Note, including without limitation all principal, interest and other payments which may become due and payable hereunder by the Maker to the Holder.
- d. "Maximum Rate" means the maximum effective contract rate of interest which Holder may lawfully charge under applicable statutes and laws from time to time in effect.
- e. "Note" means this Promissory Note.
- f. "Principal Amount" means the principal amount outstanding from time to time under this Note.

g. Interest Rate. Except as provided in Paragraph 9 below, the Principal Amount shall bear interest at the Short-Term Applicable Federal Rate (compounding annually as published by the IRS) then in effect for the month in which the Note is issued.

2. Repayment Terms. Maker may, at its option, pay all or any part of the interest or principal at Maker's option without penalty at any time before such time as the Indebtedness under this Note becomes due and payable. Any payment shall be credited first to accrued but unpaid interest and then to the Principal Amount.

3. Maturity Date; Final Payment. The entire Principal Amount, together with all accrued interest thereon, shall be due and payable for all purposes ninety (90) days after the first to occur of the following: 1) Maker is funded with \$1,000,000.00 from a single round of financing or multiple rounds of financing within any fiscal year of Maker; 2) Maker's earnings before interest, taxes, depreciation, and amortization reach at least \$2,000,000.00 for any fiscal year, or 3) the expiration of three years from the date of this Promissory Note.

4. Payments and Computations. All payments on account of the Indebtedness shall be made in lawful money of the United States. All computations of interest shall be based upon a 365-day year for the actual number of days elapsed.

5. No Usury. It is hereby expressly agreed that if from any circumstances whatsoever fulfillment of any provision of this Note at the time performance of such provision shall be due shall involve transcending the limit of validity then prescribed by any applicable usury status or any other law with regard to obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Note that is in excess of the limit of such validity, but such obligation shall be fulfilled to the limit of such validity. All agreements herein are expressly limited so that in no contingency or event whatsoever shall the amount paid or agreed to be paid to the Holder hereof for the use, forbearance or detention of the money advanced hereunder exceed the highest lawful rate permissible under applicable usury laws. If from any circumstance the Holder hereof shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due hereunder and not to the payment of interest or, at the option of the Maker, returned to the Maker. The terms of this paragraph shall control every other provision of this Note.

6. Payment Due Date. If any payment of principal or interest on this Note shall become due on a date which is not a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in computing interest due in connection with such payment.

7. Default-Remedies. Maker agrees that if (i) any payment stipulated herein of

either principal or interest, or both, or any other charges or fees which are payable hereunder shall not be made on the due date thereof, or (ii) the Maker shall fail to perform or observe any other covenant, term, condition or provision contained in this Note and such failure shall continue for a period of thirty (30) calendar days after the effective date of notice of such failure from the Holder to the Maker, then upon the occurrence of any such event, a Default shall have occurred hereunder, and the principal of the Indebtedness or any unpaid part thereof and all interest accrued thereon and all charges and fees which are part of the Indebtedness shall, at the absolute option of the Holder, and without notice or demand to the Maker, such being expressly waived, at once become due and payable and may be collected forthwith, entitling the Holder to immediately exercise all rights and remedies specified in this Note in the case of a default or event of default thereunder. Any periods of cure or notice provided for the benefit of the Maker in this Note shall run concurrently and not consecutively.

8. Default Interest and Costs of Collection. In the event a Default shall occur hereunder, interest shall accrue on the outstanding principal balance of the Indebtedness from the first (1st) day after such Default for so long as such Default continues, regardless of whether or not there has been an acceleration of the payment of principal as set forth herein, at a rate per annum which is equal to the lesser of: (a) four percent (4%) above the interest rate otherwise then in effect hereunder, or (b) the Maximum rate. If this Note is placed in the hands of an attorney for collection, by suit or otherwise, or to protect the security for its payment, or to enforce its collection, or to represent the rights of the Holder in connection with any loan documentation executed in connection herewith, or to defend successfully against any claim, cause of action or suit brought by Maker against the Holder, the Maker agrees to pay on demand all costs of collection and litigation (including court costs), together with a reasonable attorney's fee.

9. Abandonment of Remedies. In case the Holder shall have proceeded to enforce any permissible remedy following the occurrence of a Default hereunder, and thereafter the Holder shall discontinue or abandon its exercise of such remedy as a result of the curing of such Default by the Maker or otherwise, then and in every case (i) the Maker and the Holder shall be restored to their former positions and rights, and (ii) all rights, powers and remedies of the Holder shall continue as if no such action had been taken.

10. Presentment, Demand, Etc.. The Maker and any endorsers or guarantors waive protest, demand, presentment and notice of dishonor and agree that this Note may be extended in whole or in part without limit as to the number of such extensions or the period or periods thereof, without notice to them and without affecting their liability thereon.

11. Waivers. Failure to accelerate the maturity of the indebtedness following default hereunder, or the acceptance of a past due installment, or any indulgences granted from time to time shall not be construed as a novation of this Note or a waiver of the right of the Holder to thereafter accelerate the maturity of the indebtedness or estop the Holder from exercising such right.

12. Applicable Law. This Note, the Indebtedness and the obligations created under

this Note are made and intended as a contract under, and are to be construed and enforce under and in accordance with, the laws of the State of Tennessee. The Maker warrants and agrees that the Indebtedness and the obligations created under this Note are exempted transactions under the Truth-in-Lending Act, 15 U.S.C. §1601, et seq.

13. Time. Time is of the essence of this Note.

14. Amendments, Captions, Etc.. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. All personal pronouns used in this Note whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Section headings are for convenience only and neither limit nor amplify the provisions of this Note.

15. Severability. The Maker and the Payee intend and believe that each provision in this Note comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in this Note is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Note to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of the undersigned, the Maker and the Payee that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Note shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of the Maker and the Holder hereof under the remainder of this Note shall continue in full force and effect.

16. Parties. As used herein, the terms "Payee", "Maker", "the undersigned" and "Holder" shall be deemed to include their respective heirs, legal representatives, successors and assigns, whether voluntary by operation of the parties or involuntary by operation of law. If more than one person is named as a Maker hereunder, the obligations of such persons shall be joint and several.

17. Jurisdiction. Maker agrees that the state and federal courts in Shelby County, Tennessee, or any other court in which Payee initiates proceedings have exclusive jurisdiction over all matters arising out of the Loan and that service of process in any such proceeding shall be effective if mailed to Maker at its address described above.

IN WITNESS WHEREOF, the Maker has executed (or caused to be executed) this Promissory Note to be duly executed and delivered, all as of the date first above written.

MAKER:

iScreen, Inc.,
a Delaware corporation

By: Jan Bellows

Its: PRESIDENT

Exhibit C

Operating Loans Assumed