

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Actuality Systems, Inc.	12/28/2009
RECEIVING PARTY DATA	
Name:	Ellis Amalgamated LLC, d/b/a Optics for Hire
Street Address:	455 Massachusetts Avenue
Internal Address:	Suite 1
City:	Arlington
State/Country:	MASSACHUSETTS
Postal Code:	02474
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7286128
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	ACS0046G [16]
NAME OF SUBMITTER:	Keith J. Murphy
Total Attachments: 4 source=2GF1882#page1.tif source=2GF1882#page2.tif	

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EXHIBIT A**PATENT ASSIGNMENT**

This Patent Assignment is made this December 28, 2009 between Actuality Systems, Inc. (hereinafter referred to as "Seller") and Ellis Amalgamated LLC, d/b/a Optics for Hire (hereinafter referred to as "Buyer"), and will be effective upon the Closing Date, as that term is defined in that certain Asset Purchase Agreement by and between Buyer and Seller dated December 28, 2009.

WHEREAS, Seller is the owner of all right, title, and interest in and to the Acquired Assets described in the following issued patents and patent applications:

SEE LIST A ANNEXED HERETO

AND, WHEREAS, Buyer is desirous of acquiring all right, title, and interest in and to the inventions disclosed in said issued patents and applications;

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

(i) Seller does sell, assign, and transfer unto Buyer, and Buyer does accept, all right, title, and interest in and to said patents, applications and said inventions, including the right to apply for further U.S. patents, international patents, and patents thereon in foreign countries, said invention and all applications and patents on said invention to be held and enjoyed by Buyer as entirely as the same would have been held and enjoyed by Seller had this sale, assignment, and transfer not been made, said rights including the right to sue for infringements prior to the execution of this document and the right to collect damages for infringements occurring prior to the execution of this document; and

(ii) Seller does further agree and promise to execute all instruments and render all such assistance as Buyer may reasonably require in order to make and prosecute any and all applications on said invention, to enforce any and all patents on said invention, and to confirm in Buyer legal title to said invention and all applications and patents on said invention to Buyer.

(iii) Seller shall pay any all costs and expenses related to the transfer of The Patents including, but not limited to, legal fees and filing fees at the United States Patent and Trademark Office.

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IN WITNESS WHEREOF, the parties have executed and entered into this Patent assignment on the date set forth above.

BUYER: Ellis Amalgamated LLC

By: [Signature]
Name: John Ellis
Title: President

SELLER: Actuality Systems, Inc.

By: [Signature]
Name: GREGG FULLER
Title: PRESIDENT

COMMONWEALTH OF MASSACHUSETTS) ss.
COUNTY OF MIDDLESEX)

I certify that I know or have satisfactory evidence that the aforementioned persons appeared before me, and that each of said persons acknowledged that he signed this instrument, and on oath stated that he was authorized to execute this instrument on behalf of the respective corporation, and acknowledged it to be the free and voluntary act of said corporation for the uses and purposes mentioned in the instrument.

Dated:

(Seal or stamp)

Signature

Notary Public

My appointment expires _____

LIST A

United States Patent Number 6,183,088
United States Patent Number 6,487,020
United States Patent Number 6,489,961
United States Patent Number 6,512,498
United States Patent Number 6,554,430
United States Patent Number 6,570,681
United States Patent Number 6,873,335
United States Patent Number 6,885,372
United States Patent Number 6,888,545
United States Patent Number 6,940,653
United States Patent Number 7,012,601
United States Patent Number 7,023,466
United States Patent Number 7,221,375
United States Patent Number 7,277,226
United States Patent Number 7,283,308
United States Patent Number 7,286,128
United States Patent Number 7,364,300
United States Patent Number 7,477,252
United States Patent Number 7,525,541

United States Patent Application Serial Number 11/146,749
United States Patent Application Serial Number 11/176,057
United States Patent Application Serial Number 11/470,397
United States Patent Application Serial Number 11/380,296
United States Patent Application Serial Number 11/614,548
United States Patent Application Serial Number 11/679,539
United States Patent Application Serial Number 12/212,919
United States Patent Application Serial Number 12/475,790

United States Provision Application Serial Number 61/156,142
United States Provision Application Serial Number 61/156,666
United States Provision Application Serial Number 61/157,325

European Patent No. 1316063
European Patent No. 1316225

Great Britain Patent No. 1316063
Great Britain Patent No. 1316225

Korean Patent No. 0748572

Taiwan Patent No. 162199
Taiwan Patent No. 199713
Patent Cooperation Treaty Application PCT/US08/076816

EXHIBIT B
BILL OF SALE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that Actuality Systems, Inc., a Massachusetts corporation ("***Seller***"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by it, does hereby sell, transfer, convey, assign and deliver to Ellis Amalgamated LLC, a Delaware LLC ("***Buyer***"), all of Seller's right, title and interest in and to the Acquired Assets, as defined in the Asset Purchase Agreement (the "***Agreement***") by and between Buyer and Seller dated December 28, 2009 which is incorporated herein by reference.

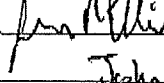
Seller warrants that it has good, valid and marketable title to the Acquired Assets, free and clear of any lien or encumbrance, except as otherwise provided in the Agreement.

This Bill of Sale and Assignment is being delivered in connection with the Agreement and is subject to, and is entitled to the benefits in respect of, the Agreement.

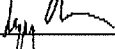
This Bill of Sale and Assignment shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has caused its duly authorized representative to execute this Bill of Sale and Assignment as of this Monday, December 28, 2009.

BUYER: Ellis Amalgamated LLC

By: 
Name: John Ellis
Title: President

SELLER: Actuality Systems, Inc.

By: 
Name: GREGG FAULKNER
Title: PRESIDENT