

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Ilya POLYAKOV</td> <td>12/11/2007</td> </tr> <tr> <td>Jonathan R. HEIM</td> <td>01/02/2008</td> </tr> </tbody> </table>		Name	Execution Date	Ilya POLYAKOV	12/11/2007	Jonathan R. HEIM	01/02/2008		
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RECEIVING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>BAYER MATERIALSCIENCE AG</td> </tr> <tr> <td>Street Address:</td> <td>51368</td> </tr> <tr> <td>City:</td> <td>LEVERKUSEN</td> </tr> <tr> <td>State/Country:</td> <td>GERMANY</td> </tr> </table>		Name:	BAYER MATERIALSCIENCE AG	Street Address:	51368	City:	LEVERKUSEN	State/Country:	GERMANY
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CORRESPONDENCE DATA									
<p>Fax Number: (650)284-2180</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 650-242-4210</p> <p>Email: kmoore@lbhip.com</p> <p>Correspondent Name: Levine Bagade Han LLP</p> <p>Address Line 1: 2400 Geng Road, Suite 120</p> <p>Address Line 4: Palo Alto, CALIFORNIA 94303</p>									
ATTORNEY DOCKET NUMBER:	ARMUNA02101								
NAME OF SUBMITTER:	Sanjay S. Bagade								
<p>Total Attachments: 2</p> <p>source=ARMUNA02101_20100614_signed_assignment_from_parent#page1.tif</p> <p>source=ARMUNA02101_20100614_signed_assignment_from_parent#page2.tif</p>									

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PATENT
REEL: 024528 FRAME: 0408

**ASSIGNMENT
JOINT**

THIS ASSIGNMENT, by Ilya POLYAKOV and Jonathan R. HEIM (hereinafter referred to as the assignors), residing at 1421 10th Avenue, #102, San Francisco, CA 94122, USA and 61 Clarendon Road, Pacifica, CA 94044, USA, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements set forth in an application for Letters Patent of the United States entitled OPTICAL LENS DISPLACEMENT SYSTEMS, bearing Application No. 11/953,784 and filed on December 10, 2007; and

WHEREAS, Artificial Muscle, Inc., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 925 Hamilton Avenue, Menlo Park, CA 94025, USA (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, for good and sufficient consideration, receipt of which is hereby acknowledged by assignors, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns. Such cost and expense shall include, but is not limited to, lost normal compensation of the respective assignor.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

12/14/07 
Date Ilya POLYAKOV

1/2/08 
Date Jonathan R. HEIM