

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>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Marchon Eyewear, Inc.</td> <td>09/30/2010</td> </tr> <tr> <td>James Pritts</td> <td>09/30/2010</td> </tr> </tbody> </table>		Name	Execution Date	Marchon Eyewear, Inc.	09/30/2010	James Pritts	09/30/2010								
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Marchon Eyewear, Inc.	09/30/2010														
James Pritts	09/30/2010														
RECEIVING PARTY DATA															
Name:	MEI 3D, LLC														
Street Address:	35 Hub Dr.														
City:	Melville														
State/Country:	NEW YORK														
Postal Code:	11747														
PROPERTY NUMBERS Total: 6															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>61019545</td> </tr> <tr> <td>PCT Number:</td> <td>US0930345</td> </tr> <tr> <td>Application Number:</td> <td>12350092</td> </tr> <tr> <td>Application Number:</td> <td>61178609</td> </tr> <tr> <td>Application Number:</td> <td>12495754</td> </tr> <tr> <td>Application Number:</td> <td>12604155</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	61019545	PCT Number:	US0930345	Application Number:	12350092	Application Number:	61178609	Application Number:	12495754	Application Number:	12604155
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Application Number:	12604155														
CORRESPONDENCE DATA															
Fax Number:	(512)481-8444														
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>															
Phone:	512-481-8471														
Email:	sheri.hunter@sdma.com														
Correspondent Name:	Sheri R. Hunter														
Address Line 1:	919 Congress Ave.														
Address Line 2:	Suite 1250														
Address Line 4:	Austin, TEXAS 78701														

CH \$240.00 61019545

ATTORNEY DOCKET NUMBER:	10893.1
NAME OF SUBMITTER:	Sheri R. Hunter
<p>Total Attachments: 11 source=Assignment Agreement (James Pritts to MEI 3D (3D Patents))#page1.tif source=Assignment Agreement (James Pritts to MEI 3D (3D Patents))#page2.tif source=Assignment Agreement (James Pritts to MEI 3D (3D Patents))#page3.tif source=Assignment Agreement (James Pritts to MEI 3D (3D Patents))#page4.tif source=Assignment Agreement by Marchon to MEI 3D#page1.tif source=Assignment Agreement by Marchon to MEI 3D#page2.tif source=Assignment Agreement by Marchon to MEI 3D#page3.tif source=Assignment Agreement by Marchon to MEI 3D#page4.tif source=Assignment Agreement by Marchon to MEI 3D#page5.tif source=Assignment Agreement by Marchon to MEI 3D#page6.tif source=Assignment Agreement by Marchon to MEI 3D#page7.tif</p>	

ASSIGNMENT AGREEMENT
(JAMES PRITTS TO MEI 3D (3D PATENTS))

THIS ASSIGNMENT AGREEMENT (this "Agreement") is executed by the parties on the date set forth below their signatures but is made to be retroactively effective as of September 30, 2010 ("Effective Date") by and among JAMES PRITTS, an individual ("Assignor") and MEI 3D, a Delaware limited liability company ("Assignee").

RECITALS

- A. Assignor owns an interest in and to the "3D Patents," as defined below.
- B. Assignor desires to assign to Assignee, and Assignee desires to accept and assume from Assignor, all Assignor's right, title and interest in and to the 3D Patents.

AGREEMENT

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

1. Assignment Agreement. Assignor hereby assigns, transfers and conveys to Assignee all of his right, title and interest in and to the "3D Patents." For purposes of this Agreement, "3D Patents shall mean: (i) the following pending patent applications and foreign and international equivalents thereto U.S. Provisional Patent Application No. 61/019,545; PCT Patent Application No. PCT/US09/30345; U.S. Non-Provisional Patent Application No. 12/350,092; U.S. Provisional Patent Application No. 61/178,609; U.S. CIP Patent Application No. 12/495,754; and U.S. CIP Patent Application No. 12/604,155), (ii) continuation and divisional applications and foreign equivalents that claim the same invention(s) and priority date as any of the foregoing, (iii) continuation-in-part applications that repeat a substantial portion of any of the foregoing applications, (iv) Letters Patent or the equivalent issued on any of the foregoing applications throughout the world, and (v) amendments, extensions, renewals, reissues, and re-examinations of any of the foregoing.
2. Assumption Agreement. Assignee does hereby assume, covenant and agree fully, completely and timely to perform, comply with and discharge each of the duties and obligations of Assignor accruing or occurring after the date hereof with respect to the 3D Patents.
3. Successors and Assigns; Benefit. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, and any of their respective successors and assigns that have been consented to in writing by the other parties which consent shall not be unreasonably conditioned, withheld or delayed. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto, and their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles thereof.

5. Counterparts; Signatures. This Agreement may be executed in one or more duplicate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile or other method of electronic transmission of any signed original of this Agreement and/or retransmission of any signed transmission shall be the same as delivery of an original.

6. Amendment and Modification. This Agreement may be amended, modified and supplemented only by written agreement of all the parties with respect to any of the terms contained herein.

7. Representations and Warranties. Assignor represents and warrants to Assignee that:

(a) As of the Effective Date, there are no liens or encumbrances affecting the 3D Patents and, to the best of Assignor's actual knowledge, no third party claims asserting any interest in the 3D Patents inconsistent with the assignment reflected herein; and

(b) Assignment of the 3D Patents are contemplated herein will not result in a breach of any agreement to which Assignor is party.

8. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be personally delivered or sent by overnight commercial delivery service (provided a receipt is available with respect to such delivery), or mailed by first-class registered or certified mail, return receipt requested, postage prepaid (and shall be effective when received, if sent by personal delivery or by facsimile transmission or by overnight delivery service, or on the third (3rd) day after mailing, if mailed):

(a) If to Assignor, to:

James Pritts
772 Glenmere Way
Emerald Hills, California 94062
Email: JEPritts@aol.com

with a copy to (but which copy shall not constitute notice):

McDermott, Will & Emory
Suite 100, 275 Middlefield Road
Menlo Park, California 94025
Attention: Paul De Stefano
Email: prd@mwe.com

(b) If to Assignee, to:

MEI 3D, LLC
c/o Marchon Eyewear, Inc.
35 Hub Drive
Melville, New York 11747
Attention: Joe Paek, General Counsel
Telephone: 631-755-2020, ext. 2224
E-mail: Jpaek@Marchon.com

with a copy to (but which copy shall not constitute notice):

Sedgwick, Detert, Moran & Arnold LLP
One Market Plaza Suite 800
San Francisco, California 94105
Attention: Gary C. Sheppard
Telephone: 415-781-7900
E-mail: Gary.Sheppard@sdma.com

or to such other person or address as any party shall furnish to the other parties in writing pursuant to this Section 8.

9. Attorney's Fees and Costs. In the event any proceeding or suit is brought to enforce this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees and costs paid or incurred by such party in connection with any action, suit or proceeding to enforce the other's obligations under this Agreement. The phrase "attorneys' fees and costs" means the fees, costs, and expenses of counsel to the parties hereto, which may include allocable fees and costs of in-house counsel, disbursements, court costs, printing, photostating, duplicating and other statutory and non-statutory expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney, and shall also include, without limitation, all such fees, costs, and expenses incurred with respect to appeals, arbitrations, and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees, costs, or expenses were incurred.

10. Headings. The Article and Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the parties hereto with respect to such subject matters contained herein.

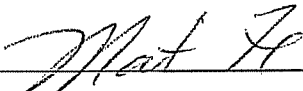
[SIGNATURE PAGE FOLLOWS]

EXECUTION COPY

IN WITNESS WHEREOF, the parties hereto have made this Assignment Agreement (James Pritts to MEI 3D (3D Patents)) to be effective of the Effective Date first written above.

ASSIGNEE

MEI 3D, LLC,
a Delaware limited liability company

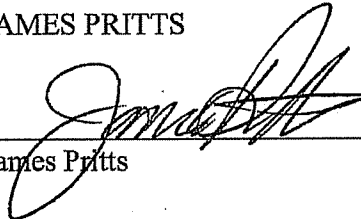
By: 

Name: Martin Fox, Manager

Date of Execution: 10/8/10

ASSIGNOR

JAMES PRITTS



James Pritts

Date of Execution: 10/8/10

**ASSIGNMENT AGREEMENT
BY MARCHON TO MEI 3D**

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 30th day of September, 2010 ("Effective Date") by and between MARCHON EYEWEAR, INC., a New York corporation ("Assignor") and MEI 3D, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Pursuant to that certain Limited Liability Company, dated as of September 30, 2010 by and among the parties hereto and Optical Innovations, LLC, a Delaware limited liability company ("Operating Agreement"), Assignor agreed to contribute to Assignee the 3D Assets as more particularly described in that certain Asset Purchase Agreement, dated as of September 30, 2010, by and among Assignor, Optical Opportunities, LLC, a Nevada limited liability company, The Walters Group, a Nevada general partnership, William T. Walters, an individual, Susan B. Walters, an individual, Michael E. Luce, an individual, WTW Optics, LLC, a Delaware limited liability company, David A. Johnson, an individual, and David A. Johnson, Wall Street Consulting Defined Benefit Plan ("Purchase Agreement"). Capitalized terms not defined herein shall have the same meaning as set forth in the Purchase Agreement.

B. Assignor owns all right, title and interest in and to the 3D Assets free and clear of any liens, debts, liabilities and other obligations, except for any continuing patent registration and other similar legal requirements.

C. As required by and pursuant to the Operating Agreement, Assignor desires to assign to Assignee, and Assignee desires to accept and assume from Assignor, the 3D Assets.

AGREEMENT

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

1. Assignment Agreement. Assignor does hereby assign, transfer and convey to Assignee all of its right, title and interest in and to the 3D Assets, which shall include all assets that relate to three-dimensional lens technology including, without limitation, all potential business deals relating thereto, all related know-how, know-why, technology and Intellectual Property (including but not limited to all rights, title and interest in U.S. Provisional Patent Application No. 61/019,545, PCT Patent Application No. PCT/US09/30345, U.S. Non-Provisional Patent Application No. 12/350,092, U.S. Provisional Patent Application No. 61/178,609, U.S. CIP Patent Application No. 12/495,754, and U.S. CIP Patent Application No. 12/604,155), all tradenames, trademarks, patents, product-in-process, contracts, licenses, tooling, parts, equipment, software, customer accounts, eyewear and component inventory, parts, retail operations, warehouse operations, manufacturing and production operations, customer lists, customer trade debts, rights to refunds, claims related thereto or associated therewith, prepaid expenses including but not limited to an approximate \$143,000 receivable owed by Marchon to WTW Optics, and shall also include, without limitation, the items listed in the Schedule of 3D Assets attached to the Purchase Agreement as Schedule 1.2(a); provided, however, that in the event of any conflict between the

description of 3D Assets set forth herein and the definition of 3D Assets set forth in the Purchase Agreement, the definition of 3D Assets as set forth in the Purchase Agreement shall control.

2. Assumption Agreement. Assignee does hereby assume, covenant and agree fully, completely and timely to perform, comply with and discharge each of the duties and obligations of Assignor accruing or occurring after the date hereof with respect to the 3D Assets; provided, however, that Assignee shall not be deemed to have assumed any obligation for performance by Assignor due under any of the 3D Assets prior to the date hereof, or any other liability of Assignor arising out of or relating to events occurring prior to the date hereof or any obligation or liability of Assignor for default, violation or nonperformance under any 3D Asset prior to the date hereof.

3. Indemnification of Assignee. Assignor hereby agrees to defend, indemnify, protect, save and keep harmless Assignee and its successors and permitted assigns against and from all Damages (as defined below) sustained or incurred by any of them resulting from or arising out of or by virtue of any breach by Assignor of, or failure by Assignor to comply with, any of its covenants or obligations with respect to the 3D Assets prior to the date hereof. As used in this Agreement, the term "Damages" shall mean all liabilities, claims, causes of actions, legislative or judicial proceedings, investigations, demands, assessments, levies, losses, fines, penalties, damages, costs and expenses, including, without limitation, reasonable attorneys', accountants', investigators', and experts' fees and expenses, sustained or incurred in connection with the defense or investigation of any claims.

4. Indemnification of Assignor. Assignee hereby agrees to and shall defend, indemnify, protect, save and keep harmless Assignor and its respective successors and permitted assigns against and from all Damages sustained or incurred by any of them resulting from or arising out of or with respect to any breach of Section 2 hereof by Assignee.

5. Successors and Assigns; Benefit. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, and any of their respective successors and assigns that have been consented to in writing by the other party which consent shall not be unreasonably conditioned, withheld or delayed. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto, and their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles thereof.

7. Counterparts; Signatures. This Agreement may be executed in one or more duplicate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile or other method of electronic transmission of any signed original of this Agreement and/or retransmission of any signed transmission shall be the same as delivery of an original.

8. Amendment and Modification. This Agreement may be amended, modified and supplemented only by written agreement of all the parties with respect to any of the terms contained herein.

9. Waiver of Compliance, Consent. Any failure of Assignor on the one hand, or Assignee on the other hand, to comply with any obligation, covenant, agreement or condition may be waived in writing by the other party, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 9.

10. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be personally delivered, or sent by facsimile transmission (provided a copy is thereafter promptly mailed as hereinafter provided), or sent by overnight commercial delivery service (provided a receipt is available with respect to such delivery), or mailed by first-class registered or certified mail, return receipt requested, postage prepaid (and shall be effective when received, if sent by personal delivery or by facsimile transmission or by overnight delivery service, or on the third (3rd) day after mailing, if mailed):

(a) If to Assignor, to:

Marchon Eyewear, Inc.
35 Hub Drive
Melville, New York 11747
Attention: Joe Paek, General Counsel
Facsimile: 631-755-2045
E-mail: Jpaek@Marchon.com

with a copy to (but which copy shall not constitute notice):

Sedgwick, Detert, Moran & Arnold LLP
One Market Plaza Suite 800
San Francisco, California 94105
Attention: Gary C. Sheppard
Facsimile: 415-781-2635
E-mail: Gary.Sheppard@sdma.com

(b) If to Assignee, to:

MEI 3D, LLC
11633 Sorrento Valley Road, Suite 130
San Diego, California

with a copy to (but which copy shall not constitute notice):

Sedgwick, Detert, Moran & Arnold LLP
One Market Plaza Suite 800
San Francisco, California 94105
Attention: Gary C. Sheppard
Facsimile: 415-781-2635
E-mail: Gary.Sheppard@sdma.com

or to such other person or address as any party shall furnish to the other parties in writing pursuant to this Section 10.

11. Attorney's Fees and Costs. In the event any proceeding or suit is brought to enforce this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees and costs paid or incurred by such party in connection with any action, suit or proceeding to enforce the other's obligations under this Agreement. The phrase "attorneys' fees and costs" means the fees, costs, and expenses of counsel to the parties hereto, which may include allocable fees and costs of in-house counsel, disbursements, court costs, printing, photostating, duplicating and other statutory and non-statutory expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney, and shall also include, without limitation, all such fees, costs, and expenses incurred with respect to appeals, arbitrations, and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees, costs, or expenses were incurred.

12. Headings. The Article and Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

13. Entire Agreement. This Agreement together with the Operating Agreement embodies the entire agreement and understanding of the parties in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the parties hereto with respect to such subject matters contained herein.

14. Warranty of Authority. Each of the parties warrants that the persons signing on their behalf have the right and power to enter into this Agreement and to bind them to the terms of this Agreement.

15. Reliance. In executing and in carrying out the provisions of this Agreement, the parties are relying solely on the representations, warranties and agreements contained in this Agreement and on any writing delivered pursuant to provisions of this Agreement or at the Closing of the transactions herein provided for and not upon any representation, warranty, agreement, promise or information, written or oral, made by any person other than as specifically set forth herein or therein.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the Parties hereto have executed or have caused their duly authorized officers or managers to execute this Assignment Agreement by Marchon to MEI 3D (3d Assets), to be effective as of the Effective Date first written above.

SIGNATURE PAGES TO ASSIGNMENT AGREEMENT
BY MARCHON TO MEI 3D (3D ASSETS) FOLLOW

SIGNATURE PAGE TO ASSIGNMENT AGREEMENT
BY MARCHON TO MEI 3D (3D ASSETS)

MARCHON

MARCHON EYEWEAR, INC., a
New York corporation,


By: 

Martin Fox, COO

SIGNATURE PAGE TO ASSIGNMENT AGREEMENT
BY MARCHON TO MEI 3D (3D ASSETS)

MEI 3D

MEI 3D, LLC, a
Delaware limited liability company,

By: 

Martin Fox, Manager