

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WTW Optics, LLC	09/30/2010
RECEIVING PARTY DATA	
Name:	Marchon Eyewear, Inc.
Street Address:	35 Hub Drive
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	61019545
PCT Number:	US0930345
Application Number:	12350092
Application Number:	61178609
Application Number:	12495754
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
ATTORNEY DOCKET NUMBER:	10893.1

CH \$240.00 61019545

501327317

PATENT
REEL: 025176 FRAME: 0421

NAME OF SUBMITTER:

Sheri R. Hunter

Total Attachments: 18

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source=Assignment Agreement by WTW Optics to Marchon (3D Assets – Mr. Walters and Mrs. Walters)#page7.tif
source=Bill of Sale and Assignment by WTW Optics to Marchon (3D Assets – Mr. Johnson)#page1.tif
source=Bill of Sale and Assignment by WTW Optics to Marchon (3D Assets – Mr. Johnson)#page2.tif
source=Bill of Sale by WTW Optics to Marchon (3D Assets – Mr. Walters and Mrs. Walters)#page1.tif
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ASSIGNMENT AGREEMENT
BY WTW OPTICS TO MARCHON
(3D ASSETS – MR. JOHNSON)

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

RECITALS

A. Pursuant to that certain Asset Purchase Agreement, dated as of September 30, 2010, by and among Assignor, Assignee, 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, David A. Johnson, an individual, and David A. Johnson, Wall Street Consulting Defined Benefit Plan ("Purchase Agreement"), Assignor agreed to sell, convey, transfer and assign to Assignee the 3D Assets more particularly described in the 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 Purchase 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 sell, 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. 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.

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. 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 7.

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 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 Assignee, 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 Assignor, to:

David A. Johnson
203 Stratford Park Circle
Del Mar, California 92014
Facsimile: 858-503-6766
Email: djohnson@microvisionoptical.com

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

Procopio, Cory, Hargreaves & Savitch, LLP
525 B Street, Suite 2200
San Diego, California 92101
Attention: John Cleary
Telephone: 619-515-3221
Email: john.cleary@procopio.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 together with the Purchase 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.

12. 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.

13. 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 WTW Optics to Marchon (3d Assets – Mr. Johnson), to be effective as of the Effective Date first written above.

SIGNATURE PAGES TO ASSIGNMENT AGREEMENT
BY WTW OPTICS TO MARCHON (3D ASSETS – MR. JOHNSON) FOLLOW

SIGNATURE PAGE TO ASSIGNMENT AGREEMENT
BY WTW OPTICS TO MARCHON (3D ASSETS - MR. JOHNSON)

MARCHON


MARCHON EYEWEAR, INC., a
New York corporation,

By: Martin Fox
Martin Fox, COO

SIGNATURE PAGE TO ASSIGNMENT AGREEMENT
BY WTW OPTICS TO MARCHON (3D ASSETS – MR. JOHNSON)

WTW OPTICS

WTW OPTICS, LLC, a
Delaware limited liability company,

By: 
David A. Johnson, Manager

**ASSIGNMENT AGREEMENT
BY WTW OPTICS TO MARCHON
(3D ASSETS – MR. WALTERS AND MRS. WALTERS)**

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

RECITALS

A. Pursuant to that certain Asset Purchase Agreement, dated as of September 30, 2010, by and among Assignor, Assignee, 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, David A. Johnson, an individual, and David A. Johnson, Wall Street Consulting Defined Benefit Plan (“Purchase Agreement”), Assignor agreed to sell, convey, transfer and assign to Assignee the 3D Assets more particularly described in the 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 Purchase 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 sell, 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. 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.

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. 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 7.

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 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 Assignee, 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 Assignor, to:

The Walters Group
2030 E. Flamingo Road, Suite 290
Las Vegas, Nevada 89119
Attention: Michael E. Luce, President
Email: mpace@waltersgolf.com

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

Seltzer, Caplan, McMahon & Vitek
2100 Symphony Towers
750 B Street
San Diego, California 92101
Attention: Brian T. Seltzer
Facsimile: 619-702-6808
Email: Bseltzer@scmv.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 together with the Purchase 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.

12. 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.

13. 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]

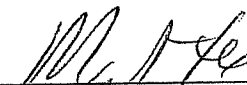
IN WITNESS WHEREOF, the Parties hereto have executed or have caused their duly authorized officers or managers to execute this Assignment Agreement by WTW Optics to Marchon (3d Assets – Mr. and Mrs. Walters), to be effective as of the Effective Date first written above.

SIGNATURE PAGES TO ASSIGNMENT AGREEMENT
BY WTW OPTICS TO MARCHON (3D ASSETS – MR. AND MRS. WALTERS) FOLLOW

SIGNATURE PAGE TO ASSIGNMENT AGREEMENT
BY WTW OPTICS TO MARCHON (3D ASSETS – MR. AND MRS. WALTERS)

MARCHON

MARCHON EYEWEAR, INC., a
New York corporation,

By: 

Martin Fox, COO

SIGNATURE PAGE TO ASSIGNMENT AGREEMENT
BY WTW OPTICS TO MARCHON (3D ASSETS - MR. AND MRS. WALTERS)

WTW OPTICS

WTW OPTICS, LLC, a
Delaware limited liability company,

By: *William T. Walters*
William T. Walters, Member

By: *Susan B. Walters*
Susan B. Walters, Member

**BILL OF SALE AND ASSIGNMENT
BY WTW OPTICS TO MARCHON
(3D ASSETS – MR. JOHNSON)**

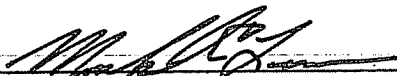
BY THIS BILL OF SALE, dated to be effective September 30, 2010, for good and valuable consideration, receipt of which is hereby acknowledged, WTW OPTICS, LLC, a Delaware limited liability company ("Seller"), does hereby sell, assign, convey, transfer and set over to MARCHON EYEWEAR, INC., a New York corporation ("Purchaser"), all of Seller's right, title and interest in and to the 3D Assets, more particularly identified in Exhibit "A" attached hereto and made a part hereof, as such term is defined in that certain Asset Purchase Agreement, dated as of September 30, 2010, by and among Seller, Purchaser, 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, David A. Johnson, an individual, and David A. Johnson, Wall Street Consulting Defined Benefit Plan ("Purchase Agreement"), without warranty, express or implied, except that Seller shall warrant and defend unto Purchaser and Purchaser's successors and assigns title to such property against all persons claiming by, through or under Seller.

Seller further hereby covenants to execute and deliver such further instrument(s) as Purchaser may hereafter request to evidence or confirm any of the sales made herein, in such form as Purchaser may reasonably request and promptly upon Purchaser's request therefore.

The covenants, agreements, representations; warranties, indemnities and limitations provided in the Purchase Agreement with respect to the property conveyed hereunder are hereby incorporated by this reference as if herein set forth in full and shall inure to the benefit of and be binding upon Seller and Purchaser and their respective successors and assigns.

SELLER

WTW OPTICS, LLC,
a Delaware limited liability company,

By: 
Michael E. Luce, Manager

Date: 9-30-10

EXHIBIT "A" TO BILL OF SALE

3D Assets

All of Assignee's right, title and interest in and to 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.

**BILL OF SALE
BY WTW OPTICS TO MARCHON
(3D ASSETS - MR. WALTERS AND MRS. WALTERS)**

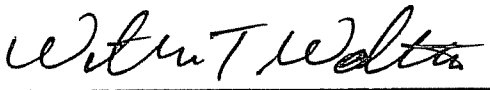
BY THIS BILL OF SALE, dated to be effective September 30, 2010, for good and valuable consideration, receipt of which is hereby acknowledged, WTW OPTICS, LLC, a Delaware limited liability company ("Seller"), does hereby sell, assign, convey, transfer and set over to MARCHON EYEWEAR, INC., a New York corporation ("Purchaser"), all of Seller's right, title and interest in and to the 3D Assets, more particularly identified in Exhibit "A" attached hereto and made a part hereof, as such term is defined in that certain Asset Purchase Agreement, dated as of September 30, 2010, by and among Seller, Purchaser, 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, David A. Johnson, an individual, and David A. Johnson, Wall Street Consulting Defined Benefit Plan ("Purchase Agreement"), without warranty, express or implied, except that Seller shall warrant and defend unto Purchaser and Purchaser's successors and assigns title to such property against all persons claiming by, through or under Seller.

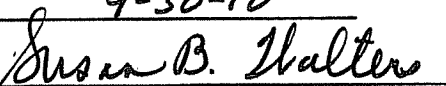
Seller further hereby covenants to execute and deliver such further instrument(s) as Purchaser may hereafter request to evidence or confirm any of the sales made herein, in such form as Purchaser may reasonably request and promptly upon Purchaser's request therefore.

The covenants, agreements, representations, warranties, indemnities and limitations provided in the Purchase Agreement with respect to the property conveyed hereunder are hereby incorporated by this reference as if herein set forth in full and shall inure to the benefit of and be binding upon Seller and Purchaser and their respective successors and assigns.

SELLER

WTW OPTICS, LLC,
a Delaware limited liability company,

By: 
William Walters, Member

Date: 9-30-10
By: 
Susan Walters, Member

Date: 9-30-10

EXHIBIT "A" TO BILL OF SALE

3D Assets

All of Assignee's right, title and interest in and to 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.