

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Applied Multilayers Limited	06/28/2010
RECEIVING PARTY DATA	
Name:	System Control Technologies Limited
Street Address:	20936 Cabot Boulevard
City:	Hayward
State/Country:	CALIFORNIA
Postal Code:	94545
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12395208
Application Number:	11575953
Application Number:	11816494
CORRESPONDENCE DATA	
Fax Number:	(585)270-2179
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	585-270-2118
Email:	patricia.knisley@leclairryan.com
Correspondent Name:	LECLAIRRYAN, P.C.
Address Line 1:	290 Linden Oaks, Suite 310
Address Line 4:	Rochester, NEW YORK 14625
ATTORNEY DOCKET NUMBER:	2253 SYSTEM
NAME OF SUBMITTER:	Patricia Knisley, Paralegal
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DATED 28 June 2010

(1) APPLIED MULTILAYERS LIMITED
(IN ADMINISTRATIVE RECEIVERSHIP)

and

(2) DILIP KUMAR DATTANI AND NATHAN MALET JONES

and

(3) SYSTEM CONTROL TECHNOLOGIES

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

shoosmiths

7th Floor
125 Colmore Row
Birmingham
B3 3SH
Tel: 08700 864000
Fax: 08700 864001
E-Mail: birmingham@shoosmiths.co.uk
Ref. AHH/AML

THIS ASSIGNMENT is dated

28 June

2010

BETWEEN

APPLIED MULTILAYERS LIMITED (IN ADMINISTRATIVE RECEIVERSHIP) (company number 04558315) whose registered office is at Garden Court, Gee Road, Whitwick, Leicestershire, LE67 4NB acting by the Administrative Receivers ("**the Assignor**");

(2) **DILIP KUMAR DATTANI** and **NATHAN MALET JONES** of RSM Tenon Recovery, 1 Bede Island Road, Bede Island Business Park, Leicester, LE2 7EA ("**the Administrative Receivers**"); and

(3) **SYSTEM CONTROL TECHNOLOGIES LIMITED** of 20936 Cabot Boulevard, Hayward, CA 94545, USA ("**the Assignee**").

1 (together the "**parties**" or individually a "**party**")

1. BACKGROUND

The Assignor has agreed to assign to the Assignee such right title and interest as it may have in the the Intellectual Property (defined below) on the terms set out below.

The parties agree as follow:

2. INTERPRETATION

In this assignment the following words have the following meanings:

"Business"

means the business as defined in the Sale and Purchase Agreement and carried on at the date hereof by the Assignor;

"Claim"

means any proceeding, litigation, mediation, arbitration, action, claim or demand of any kind (whether actual or contingent or otherwise) which is brought against the Seller and/or the Administrative Receivers.

"Intellectual Property"

any and all of the following owned by the Assignor and used in connection with the Business:-

(a) All registered intellectual property rights including but not limited to those detailed in Schedule 1;

(b) patents, trade marks, service marks, domain names, email addresses, registered designs, utility models, applications for and the right to make applications for any of such rights, inventions, know how, trade secrets, unregistered trade marks and service marks, trade and business names, including rights in any get-up or trade dress, copyrights, (including rights in computer software and in websites) unregistered design rights and other rights in

designs and rights in databases; and

(c) rights under licences, consents, orders statutes or otherwise in respect of any rights of the nature specified in paragraph (a) and (b) above.

"Loss"

means any loss, cost, damage, award, charge, penalty fine, expense and/or any other liability (including legal fees and expenses) which any of the Seller and/or the Administrative Receivers have incurred or sustained, or may, directly or indirectly, incur or sustain as a result of any Claim

"Sale and Purchase Agreement"

a sale and purchase agreement dated with the same date as this Deed between (1) the Assignor, (2) the Administrative Receivers, and (3) the Assignee.

1.1

- 2.1. Unless otherwise stated, all definitions used in this Deed shall have the same meaning as those definitions contained in the Sale and Purchase Agreement.
- 2.2. Except where a contrary intention appears, a reference to a clause or schedule is a reference to a clause of, or schedule to this assignment and a reference in a schedule to a paragraph is to a paragraph of that schedule.
- 2.3. Clause and schedule headings do not affect the interpretation of this assignment.
- 2.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.5. A person includes a corporate or unincorporated body.

3. ASSIGNMENT

- 3.1. By the Sale and Purchase Agreement the Assignor agreed to assign the Intellectual Property to the Assignee. In consideration of the sum of £1.00, receipt of which is acknowledged by the Assignor, the Assignor hereby assigns to the Assignee such right title and interest as it may have in the following:
 - 3.1.1.all Intellectual Property;
 - 3.1.2.all goodwill associated with the Intellectual Property together with the rights to sue for passing off;
 - 3.1.3.all rights of action, powers and benefits arising from the ownership of the Intellectual Property, including the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of prior or future infringements of the Intellectual Property.

4. FURTHER ASSURANCES

- 4.1. The Assignor covenants that, at the sole cost and request of the Assignee at any time and from time to time, it will execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this assignment, provided always that the terms of

such document or deeds shall be subject to approval by the Administrative Receivers' solicitors. The Assignor will procure that such approval will not be unreasonably withheld.

5. EXCLUSION OF ADMINISTRATIVE RECEIVERS' PERSONAL LIABILITY

5.1. The Administrative Receivers have entered into and signed this Deed as agents for and on behalf of the Assignor and neither they, their firm, members, partners, employees, advisers, representatives or agents shall incur any personal liability whatsoever in respect of any of the obligations undertaken by the Assignor to observe, perform or comply with any such obligations or under in relation to any associated arrangements or negotiations or under any document or assurance made pursuant to this Deed. The Administrative Receivers are party to this Deed in their personal capacity only for the purpose of receiving the benefit of the exclusions, limitations, undertakings, covenants and indemnities in their favour contained in this Deed.

5.2. The Assignee shall indemnify and keep indemnified the Assignor and the Administrative Receivers and each of them from and against all and any Claim and/or Loss howsoever arising in respect of this Agreement.

6. COUNTERPARTS

6.1. This assignment may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same assignment.

7. GOVERNING LAW AND JURISDICTION

7.1. This assignment and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of England and Wales.

7.2. The parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this assignment.

SCHEDULE 1

European Patent Applications

- 1) EP 1543176 (European application number EP 03753703.2) 9411-EP
- 2) EP 1812948 (European application number EP 05794506.5) 9938-EP

US Patent Applications

- 1) US 2009/236218 (equivalent to EP 1542176) 9411-US
- 2) US 2008/223715 (equivalent to EP 1812948) 9938-US
- 3) US 2009/065741 (equivalent to PCT/GB2006/000550) 10033-US

Any and all patent applications of the Assignor associated with the Vision-Ease Contract or any and all patent applications of the Assignor which may be used within the ophthalmic industry.

SIGNED and delivered as a

Deed by SYSTEM CONTROL TECHNOLOGIES

a company incorporated in Nevada, USA

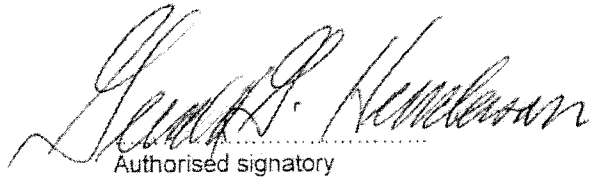
acting by GERALD G. HENDERSON,

being a person who, in accordance

with the laws of that territory is

acting under the authority of

the company



Authorised signatory

This assignment has been entered into on the date stated at the beginning of it.

SIGNED and delivered as a deed by)

The Assignor acting by)

one of its joint Administrative Receivers for and on behalf of)

the Assignor acting as agent and without personal liability)

A. Attani

in the presence of:

Witness

Name HELEN LAURA WHEELER-JONES

Address C/O BSM TENDON, 1 BEDFORD ISLAND RD, BEDFORD ISLAND BUSINESS PARK, LEICESTER, LE2 7EA.

Occupation CHARTERED ACCOUNTANT.

SIGNED and delivered as a deed by)

one of the Administrative Receivers on behalf of)

both of them in the presence of:

John

Witness

Name HELEN LAURA WHEELER-JONES

Address C/O BSM TENDON, 1 BEDFORD ISLAND RD, BEDFORD ISLAND BUSINESS PARK, LEICESTER LE2 7EA.

Occupation CHARTERED ACCOUNTANT.

EXECUTED and delivered as a Deed by

the Assignee acting by a directors in the presence of:

.....
Director

Witness

Name

Address

Occupation

Rule 3.2

**Notice of Appointment of Administrative
Receiver (to be sent to company and creditors)**

**Applied Multilayers Limited
(In Administrative Receivership)**

Nature of business	Manufacture and development of coating systems
Registered number	04558315
Registered office of company	C/o RSM Tenon Recovery, 1 Bede Island Road, Bede Island Business Park, Leicester, LE2 7EA
Former company name(s)	None
Trading name(s)	Applied Multilayers
Name of person appointing the administrative receiver(s)	East Midlands Regional Venture Capital Fund No.1 Limited Partnership
Date of appointment of administrative receiver(s)	28 June 2010
Name(s) and address(es) of administrative receiver/joint administrative receivers	
Dilip K Dattani RSM Tenon 1 Bede Island Road Bede Island Business Park Leicester LE2 7EA	Nathan Jones RSM Tenon 1 Bede Island Road Bede Island Business Park Leicester LE2 7EA
Administrative Receiver/Joint Administrative Receivers (IP No(s).)	7915 9326
Date of instrument conferring power under which the appointment was made	25 November 2002
Brief description of the instrument	Fixed and Floating charge over all of the Company's assets
Brief description of the assets of the company (if any) in respect of which the person appointed is not made the receiver	None

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APPLIED MULTILAYERS LIMITED

In pursuance of the powers contained in a debenture dated 25 November 2002 granted in favour of in favour of the East Midlands Regional Venture Capital Fund No.1 Limited Partnership by **Applied Multilayers Limited** (company number: 04558315) incorporated under the Companies Act 1985 and whose registered office is Garden Court, Gee Road, Whitwick, Leicestershire, LE67 4NB.

The East Midlands Regional Venture Capital Fund No.1 Limited Partnership having our registered office at Malt House, 13 Narborough Wood Business Park, Desford Road, Enderby, Leicester, LE19 4XT do hereby appoint **Dilip Kumar Dattani** and **Nathan Malet Jones** both of RSM Tenon Recovery, 1 Bede Island Road, Bede Island Business Park, Leicester, LE2 7EA jointly and severally to be Joint Administrative Receivers of all the property comprised in and charged by the said debenture and to enter upon and take possession of the same in manner specified in such debenture (with power to carry on the business of the Company) and any act required or authorised under any enactment to be done by the said Administrative Receivers may be done by either one of the said Administrative Receivers and such Administrative Receivers shall have and be entitled jointly and severally to exercise all powers conferred on them by the said debenture and by law.

Signed for and on behalf of

East Midlands Regional Venture Capital Fund No.1 Limited Partnership



Signature

GRAHAM MALET JONES

Print Name

One of their duly authorised signatories

At 1 Victoria square, Birmingham on [28 June 2010] at 18.37pm

Before this witness



Signature

BEN BOER

Print name

Address:

40-42, ST. MARTIN'S ROAD, BOSTON (L20) 9 6Q

Occupation:

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100-102, 374 403