

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	SECURITY AGREEMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Todd Huschka</td> <td>03/23/2012</td> </tr> <tr> <td>Esotika LLC</td> <td>03/23/2012</td> </tr> </tbody> </table>		Name	Execution Date	Todd Huschka	03/23/2012	Esotika LLC	03/23/2012				
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Esotika LLC	03/23/2012										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Randall S. Shottliff</td> </tr> <tr> <td>Street Address:</td> <td>4215 Winnequah Road</td> </tr> <tr> <td>City:</td> <td>Monona</td> </tr> <tr> <td>State/Country:</td> <td>WISCONSIN</td> </tr> <tr> <td>Postal Code:</td> <td>53716</td> </tr> </table>		Name:	Randall S. Shottliff	Street Address:	4215 Winnequah Road	City:	Monona	State/Country:	WISCONSIN	Postal Code:	53716
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CORRESPONDENCE DATA											
Fax Number:	(608)252-9243										
Phone:	6082558891										
Email:	mal@dewittross.com										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
Correspondent Name:	Marcia Layton										
Address Line 1:	DeWitt Ross & Stevens S.C.										
Address Line 2:	2 E. Mifflin Street, Suite 600										
Address Line 4:	Madison, WISCONSIN 53703-2865										
ATTORNEY DOCKET NUMBER:	56472001										

OP \$160.00 D622748

NAME OF SUBMITTER:

Marcia Layton

Total Attachments: 8

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RANDALL S. SHOTLIFF,

and

CURVED LENS LLC,
Plaintiffs,

Case No: 11 CV 2355

v.

TODD HUSCHKA,

and

ESOTIKA LLC,
Defendants.

STIPULATION AND ORDER RESOLVING ACTION

Plaintiffs, Randall S. Shotliff ("Shotliff") and Curved Lens LLC ("Curved Lens"), and Defendants Todd Huschka ("Huschka") and Esotika LLC ("Esotika"), by their undersigned attorneys, stipulate and agree as follows:

1. Without any admission of liability with respect to the parties' respective claims and counterclaims, the parties agree as set forth below.
2. Huschka shall pay Shotliff the total amount of \$190,000.00 as follows:
 - a. \$9,000.00 to be paid on or before December 31, 2012;
 - b. \$2,000.00 to be paid per month in 2013 with each payment to be made on the first of each month;
 - c. \$3,000.00 to be paid per month in 2014 with each payment to be made on the first of each month;

d. \$4,000.00 to be paid per month in 2015 with each payment to be made on the first of each month;

e. \$5,000.00 to be paid per month in 2016 and thereafter with each payment to be made on the first of each month until the total sum of \$190,000.00 is paid.

3. Huschka may reduce the total amount to be paid to \$150,000.00 by paying a total of \$150,000.00 to Shotliff January 1, 2013, or he may reduce the total amount to be paid to \$175,000.00 by paying a total of \$175,000.00 to Shotliff by July 31, 2013.

4. To secure the above obligation to Shotliff, Huschka hereby grants to Shotliff a security interest in all intellectual property related to the u-shaped readers (U.S. Patent D 622,748) invented by Huschka and all intellectual property related to any patents in eyeglass lenses that Huschka applied for prior to February 28, 2011, including the following: arcuate eyeglass lens with horizontal semi-hexagonal aperture; circular eyeglass lens with circular aperture; and circular eyeglass lens with hexagonal aperture. Such intellectual property includes any patent rights, copyrights, trademarks, and designs in or relating to the patents and patent applications. Upon default and failure to cure after 10 days notice, all right, title, and interest in such intellectual property shall immediately vest in Mr. Shotliff and Shotliff shall be entitled to move the Court to reopen the above matter for the purpose of entering judgment for the unpaid amount and declaring that all right, title, and interest in such intellectual property is vested in Shotliff. Huschka

agrees to execute any other documents as may be necessary to perfect Shotliff's security interest in such intellectual property. Huschka represents and warrants that he has not transferred any interest in such intellectual property to any other person or entity.

5. Shotliff further agrees that as long as Huschka is not in default of the terms of this Stipulation Shotliff (for himself or for any other entity) shall not compete with Huschka or Esotika with respect to the manufacture, sale, or licensing of any u-shaped lens or curved lens. Nothing about the foregoing precludes Shotliff from being engaged in an eyewear business which does not manufacture, sell, or license u-shaped readers or curved lenses.

6. Huschka and Esotika agree that in the event Huschka defaults neither Huschka (for himself or for any other entity) nor Esotika shall compete with Shotliff with respect to the manufacture, sale, or licensing of any u-shaped lens or curved lens. Nothing about the foregoing precludes Huschka or Esotika from being engaged in an eyewear business which does not manufacture, sell, or license curved lenses or u-shaped readers.

7. The Order attached hereto may be entered by the Court without further notice to any party and this action, including all claims and counterclaims, may be dismissed with prejudice and without cost to any party except that the Court may retain jurisdiction of this matter to enforce the terms of this Stipulation and Order Resolving Action.

8. Shotliff and Huschka shall cooperate to take the steps necessary to dissolve Plaintiff Curved Lens LLC and shall each refrain from conducting any business under the name Curved Lens.

9. With the exception of the obligations created by this Stipulation, the parties hereby release and forever discharge each other, as well as each others' successors, assigns, subsidiaries, affiliates and the officers, directors and agents of them all and all other persons or organizations who are or might be liable for their agents and employees, from any and all claims, damages, actions and demands now existing or which may develop, whether or not such consequences are known or anticipated by the parties, including claims or actions for contribution and/or indemnity now existing or which may hereafter arise, from the beginning of time until the date of this release. Notwithstanding the foregoing, in the event Huschka defaults on the obligations created by this Stipulation, Huschka shall not be released of claims arising out of transactions or occurrences unrelated the claims asserted in the above action.

Dated this 29th day of March, 2012.

DEWITT ROSS & STEVENS s.c.

By: 

Robert E. Shumaker (#1005214)
Two East Mifflin Street, Suite 600
Madison, WI 53703-2865
608-255-8891

**ATTORNEYS FOR PLAINTIFFS
RANDALL S. SHOTLIFF AND
CURVED LENS LLC**

Dated this 29 day of March, 2012.


Randall S. Shotliff, Individually and on
behalf of Curved Len LLC

Dated this ___ day of March, 2012.

MIOTA LAW LLC

By: _____
Jacob E. Miota (#1005214)
1400 East Olive Street
Shorewood, WI 53211
414-973-9305

**ATTORNEYS FOR DEFENDANTS
TODD HUSCHKA AND ESOTIKA LLC**

Dated this ___ day of March, 2012.

Todd Huschka
Individually and on behalf of Esotika LLC

ORDER

Upon the foregoing Stipulation, it is hereby ordered as follows:

1. Defendant Todd Huschka ("Huschka") shall pay Plaintiff Randall S. Shotliff ("Shotliff") the total amount of \$190,000.00 as follows:
 - a. \$9,000.00 to be paid on or before December 31, 2012;
 - b. \$2,000.00 to be paid per month in 2013 with each payment to be made on the first of each month;

Dated this ____ day of March, 2012.

Randall S. Shotliff, Individually and on
behalf of Curved Len LLC

Dated this 20 day of March, 2012.

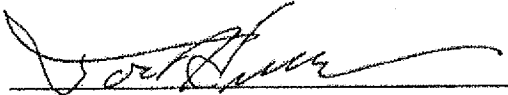
MIOTA LAW LLC

By: 

Jacob E. Miota (#1005214)
1400 East Olive Street
Shorewood, WI 53211
414-973-9305

ATTORNEYS FOR DEFENDANTS
TODD HUSCHKA AND ESOTIKA LLC

Dated this 23 day of March, 2012.



Todd Huschka
Individually and on behalf of Esotika LLC

ORDER

Upon the foregoing Stipulation, it is hereby ordered as follows:

1. Defendant Todd Huschka ("Huschka") shall pay Plaintiff Randall S. Shotliff ("Shotliff") the total amount of \$190,000.00 as follows:
 - a. \$9,000.00 to be paid on or before December 31, 2012;
 - b. \$2,000.00 to be paid per month in 2013 with each payment to

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e. \$5,000.00 to be paid per month in 2016 and thereafter with each payment to be made on the first of each month until the sum of \$190,000.00 is paid.

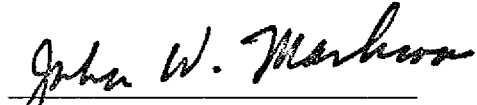
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3. Upon default by Huschka and failure to cure such default within ten days notice of such default, all right, title, and interest in the intellectual property described in paragraph 2 of the foregoing Stipulation shall immediately vest in Shotliff, and Shotliff shall be entitled to move the Court to reopen this matter for the purpose of entry of judgment awarding Shotliff the unpaid balance and declaring that all right, title, and interest in the intellectual property is vested in Shotliff.

4. The above action, including all claims and counterclaims, is hereby dismissed with prejudice and without cost to any party except that the Court hereby retains jurisdiction of this matter to reopen this action and enter judgment as provided in paragraph 3 of this Order.

Dated this 9 ^{April} ~~March~~, 2012.

BY THE COURT:



John W. Markson
Circuit Judge
Branch 1