

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Gem Optical Co., Ltd.	09/27/2011
RECEIVING PARTY DATA	
Name:	Carson Optical, Inc.
Street Address:	35 Gilpin Avenue
City:	Huappauge
State/Country:	NEW YORK
Postal Code:	11788
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D483779
Patent Number:	6215601
Patent Number:	7281826
CORRESPONDENCE DATA	
Fax Number:	(212)515-6969
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<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:	Andrew S. Langsam
Address Line 1:	7 Times Square
Address Line 2:	Pryor Cashman LLP
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	15549.00007
NAME OF SUBMITTER:	Andrew S. Langsam
Total Attachments: 4 source=Assignment'779,'601,'826#page1.tif source=Assignment'779,'601,'826#page2.tif source=Assignment'779,'601,'826#page3.tif source=Assignment'779,'601,'826#page4.tif	

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## PATENT ASSIGNMENT AND LICENSE AGREEMENT

This Patent Assignment and License Agreement (the "Agreement") is made effective as of September 27, 2011, by and between Carson Optical, Inc., having a principle place of business in Hauppauge, NY ("Assignee") and Gem Optical Co., Ltd., having a principle place of business in Taiping, Taichung, TW ("Assignor"),

WHEREAS, Assignor wishes to assign to Assignee all rights, titles and interests, to and under U.S. Design Patent No. D483,779 and U.S. Utility Patent Nos. 6,116,729, 6,215,601 and 7,281,826 (the "Patents").

WHEREAS, Assignor wishes to receive back from Assignee a license to make, use and sell products covered by the Patents.

WHEREAS, Assignee wishes to acquire all rights, titles and interests in, to and under the Patents and is willing to grant Assignor a license back under the terms and conditions set forth below;

WHEREAS, Assignor has made certain representations which Assignee has relied upon in entering this Agreement, including:

a. Assignor owns 100% of the Patents and is not aware of any liens, licenses, security interests, encumbrances, or other obligations affecting the Patents or this Agreement;

b. Assignor is not aware of any prior art, facts or law that would affect the validity of enforceability of the Patents.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignee and Assignor, intending to be legally bound, mutually agree as follows:

1. Assignor hereby irrevocably transfers, conveys, delivers, and assigns to Assignee, and Assignee hereby accepts the transfer, conveyance, delivery, and assignment of, all of Assignor's right, title and interest in, to, and under each of the Patents, and any reissues or extensions thereof, and including, without limitation, the right to sue for and recover damages for any past, present or future infringement of the foregoing, the same to be held and enjoyed by Assignee for its own use, successors and assigns, to the full end of the term for which patents are granted, as fully and entirely as the same would have been held by Assignor had this Agreement not been made;

2. Assignee hereby grants back Assignor an exclusive, royalty free and perpetual licenses to make, use and sell products covered by the Patents;

3. Assignor agrees to execute any documents and to take such further actions as may be necessary to transfer, record and perfect the right, title and

Interest of Assignee in each of the Patents. Without limitation, Assignor shall provide Assignee and its successors and assigns such information as Assignee may reasonably request, including execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required in the prosecution or defense of any infringement or other proceedings that may arise in connection with the Patents;

4. This Agreement contains the entire agreement between and among the parties hereto and supersedes any and all prior agreements, arrangements, negotiations, discussions or understandings between and among the parties relating to the subject matter hereof. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement may not be waived, amended, revised or modified, in whole or in part, without an express writing by all parties hereto. Should any provisions of this Agreement be held invalid, illegal or unenforceable, it shall be deemed to be modified so that its purpose can be lawfully be effectuated and balance of this Agreement shall remain in full force and effect.

5. This Agreement shall extend to, be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

6. All questions concerning this Agreement, the rights and obligations of the

parties, its enforcement, and its validity, effect, and interpretation and construction shall be determined under the laws of the State of New York, irrespective of its choice of law provisions. Any claim by either party with respect to this Agreement shall only be brought within the exclusive jurisdiction of the courts of the State of New York and the United States District Court for the Eastern District of New York.

7. It is expressly understood and agreed that no agency, employment, partnership, or joint venture relationship is hereby created between Assignee and Assignor.

8. Each individual signing this Agreement warrants and represents that he or she has the full authority to sign for the Party on whose behalf he or she signs and is acting within the scope of such authority.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on its behalf by its duly authorized officer as of the date first written above.

CARSON OPTICAL, INC.

  
Name: Richard Cameron

Title: President

Date: September 27, 2011

GEM OPTICAL CO. LTD

  
Name: Yen-Hung Huang

Title: President

Date: September 27, 2011