

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Vuzix Corporation	06/15/2012
RECEIVING PARTY DATA	
Name:	TDG Acquisition Company, LLC
Street Address:	517 Locust Place
City:	Sewickley
State/Country:	PENNSYLVANIA
Postal Code:	15637
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	D596012
Patent Number:	7515344
Patent Number:	6788286
Patent Number:	5373857
Patent Number:	7133207
Patent Number:	7397607
Patent Number:	D517066
Patent Number:	D512985
Patent Number:	7568672
Patent Number:	6417970
Patent Number:	6636359
Patent Number:	7190330
CORRESPONDENCE DATA	
Fax Number:	(412)918-1199
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CH \$480.00 D596012

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Barry I. Friedman

Address Line 1: 11 Stanwix Street, 18th Floor

Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:

4312/002

NAME OF SUBMITTER:

Barry I. Friedman

Total Attachments: 4

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PATENT ASSIGNMENT

This is an Assignment, having an effective date of June 15, 2012, by and between:

Vuzix Corporation, a Delaware corporation, having its principal office and place of business at 75 Town Centre Drive, Rochester, New York 14623 (the "**Assignor**"); and

TDG Acquisition Company, LLC, a Delaware corporation (hereafter "**Assignee**"), having its principal office and place of business at 517 Locust Place, Sewickley, Pennsylvania 15637.

Assignor owns certain inventions, technology and other intellectual property, including, but not limited to, Letters Patent, identified on Schedule A hereto (the "**Assigned Patents**"). Assignee is desirous of acquiring all right, title and interest in and to the Assigned Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee all of the right, title and interest in: (i) the inventions disclosed in any patent or application listed on Schedule A, (ii) the Assigned Patents, (iii) any U.S. or foreign Letters Patent which may issue from any application listed on Schedule A, and (iv) all divisions, continuations, reissues, re-examinations, renewals and extensions of the same, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, for the use and benefit of its successors, assigns or other legal representatives.

Assignor agrees that it, and its legal representatives or other persons duly authorized, will communicate to Assignee or the representatives thereof any facts known to it respecting said Assigned Patents and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon Assignor's successors and assigns, and shall inure to the benefit of the successors and/or assigns of Assignee.

Assignor represents that with respect to the Assigned Patents identified in Schedule A, it has sole, exclusive, valid and unencumbered title to such Assigned Patents, and will convey title that is clear of any liens, mortgages, security interests, licenses or other agreements or encumbrances thereon or thereto. Assignor further agrees to waive all rights and privileges to attack the utility, novelty or validity of any or all of any such patents against anyone claiming a right under any or all of the Assigned Patents under Assignor's assignment or grant.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[SIGNATURES APPEAR ON NEXT PAGE]

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their officers duly appointed at the respective locations identified herein.

VUZIX CORPORATION

By: [Signature]

Name: Paul J. Travas

Title: CEO

STATE OF New York

COUNTY OF Monroe

:
: ss.
:

On this 15th day of June, 2012, before me, a Notary Public, the undersigned officer, personally appeared Paul J. Travas who acknowledged himself to be the CEO of Vuzix Corporation, a Delaware corporation, and declared that as such officer, he duly executed the foregoing Patent Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of Vuzix Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC-STATE OF NEW YORK
No. 01-WA6062329
Qualified in Monroe County
My Commission Expires August 06, 2013

[Signature]
Notary Public

TDG ACQUISITION COMPANY, LLC.

By: [Signature]

Name: James P Balet

Title: Secretary

STATE OF Pennsylvania

COUNTY OF Allegheny

:
: ss.
:

On this 15th day of June, 2012, before me, a Notary Public, the undersigned officer, personally appeared James P. Balet, who acknowledged himself to be the Secretary of TDG Acquisition Company, LLC, a Delaware corporation, and declared that as such officer, he duly executed the foregoing Intellectual Property and Technology Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of TDG Acquisition Company, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Dawn K. Sweeney, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires April 12, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[Signature]
Notary Public

SCHEDULE A

Title	Patent/Application	Serial/ Patent Number	Filing/ Issue Date	Description
Adjustable Attachment Mechanism (US)	P	D 596,012	14-Jul-09	Used in defense HMDs
Binocular Display With Improved Contrast Uniformity (CA)	P	2,636,283	20-Dec-06	Used with asymmetric VA displays in binocular systems
Binocular Display With Improved Contrast Uniformity (EP)	P	6846708.3	20-Dec-06	Used with asymmetric VA displays in binocular systems
Binocular Display with improved contrast uniformity (JP)	A	2008-549521	20-Dec-06	Used with asymmetric VA displays in binocular systems
Binocular Display with improved contrast uniformity (US)	P	7,515,344	7-Apr-09	Used with asymmetric VA displays in binocular systems
Computer Tracking System (Controller for Graphical Display) (US)	P	6,788,286	7-Sep-04	Optical finger mouse for use with gloves - Not yet deployed
Head Tracking Apparatus (US)	P	5,373,857	20-Dec-94	Used in consumer and defense HMDs - tracking for roll pitch yaw and compass heading
Micro-Display Engine (US)	P	7,133,207	7-Nov-06	See thru Tac Eye beam splitter optics engine
Micro-Display Engine (US)	P	7,397,607	8-Jul-08	Beam splitter optics engine
Portable Virtual Display (CN)	A	200530016863.X	25-Oct-06	Industrial monocular HMD using beamsplitter optic
Portable Virtual Display (EP-CTM)	P	000347166-0001	30-May-05	Industrial monocular HMD using beamsplitter optic
Portable Virtual Display (JP)	P	1263271	6-Jan-06	Industrial monocular HMD using beamsplitter optic
Portable Virtual Display (US)	P	D 517,066	14-Mar-06	Industrial monocular HMD using beamsplitter optic
Portable Virtual Display (US)	P	D 512,985	20-Dec-05	Industrial monocular HMD using beamsplitter optic

Selectively Adjustable Mounting Assembly (US)	P	7,568,672	4-Aug-09	Defense HMD mounting system - Not currently deployed
Tac Eye 2.0	A		15-Apr-12	Defense HMD Tac Eye 2.0
Two Stage Optical System for Head Mounted Display (JP)	A	2002-502497	8-Jun-01	WFOV relay optics with prism for imersive imaging - Not currently deployed
Two Stage Optical System for Head Mounted Display (US)	P	6,417,970	9-Jul-02	WFOV relay optics with prism for imersive imaging - Not currently deployed
Two Stage Optical System for Head Mounted Display (US)	P	6,636,359	23-Oct-03	WFOV relay optics with prism for imersive imaging - Not currently deployed
Virtual Display Headset (US)	P	7,190,330	13-Mar-07	Industrial monocular HMD using beamsplitter optic