

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Declaration Demonstrating Ownership
CONVEYING PARTY DATA	
Name	Execution Date
Chrisian JONCOUR	08/08/2000
RECEIVING PARTY DATA	
Name:	ESSILOR INTERNATIONAL (COMPAGNIE GENERALE D'OPTIQUE)
Street Address:	147, rue de Paris
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State/Country:	FRANCE
Postal Code:	94220
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8439500
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ATTORNEY DOCKET NUMBER:	5453-19-300217.000
NAME OF SUBMITTER:	Thomas Langer
Signature:	/Thomas Langer/
Date:	06/25/2013
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Patent application US 12/811 092

National phase of PCT/EP2008/068279 filed on December 23, 2008

In the name of ESSILOR INTERNATIONAL (COMPAGNIE GENERALE D'OPTIQUE)

**DECLARATION REGARDING THE FRENCH LAW  
RELATED TO AN INVENTION MADE BY SALARIED PERSONS**

I, Albert HASSINE, French Patent Attorney, authorized to represent Essilor before the INPI (National Institute of Industrial Property, which is the French Patent and Trademark Office) and the CNIS (French national commission dedicated to employee inventions), hereby declare the following statements upon honour.

In spite of diligent efforts, one of the inventors of the above identified case, Mr. Christian JONCOUR, fails to assign the present application to ESSILOR.

Christian JONCOUR has been employed on September 1, 2012, and the employment contract has been amended on August 8, 2000 (see attached documents). Therefore, at the time the invention was made, Christian JONCOUR was employed by Essilor (also see the amendment to employment contract dated August 8, 2000, here translated in English and referenced A2 in the annexes).

Inventions made by persons under an employment contract are governed by Article L611-7 of the French Patent Law (named CPI hereafter), which reads as follows:

*"Where the inventor is a salaried person, the right to the industrial property title, failing any contractual clause more favorable to the salaried person, shall be defined in accordance with the following provisions:*

*1°. Inventions made by a salaried person in the execution of a work contract comprising an inventive mission corresponding to his effective functions or of studies and research which have been explicitly entrusted to him, shall belong to the employer. The conditions under which the salaried person who is the author of such an invention shall enjoy additional remuneration shall be determined by the collective agreements, company agreements and individual employment contracts.*

*Where the employer is not subject to a sectorial collective agreement, any dispute relating to the additional remuneration shall be submitted to the joint conciliation board set up by Article L615-21 or by the First Instance Court.*



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**PATENT**

**REEL: 030678 FRAME: 0482**



2°. All other inventions shall belong to the salaried person. However, where an invention made by a salaried person during the execution of his functions or in the field of activity of the company or by reason of knowledge or use of technologies or specific means of the company or of data acquired by the company, the employer shall be entitled, subject to the conditions and the time limits laid down by a Conseil d'Etat decree, to have assigned to him the ownership or enjoyment of all or some of the rights in the patent protecting his employee's invention.

The salaried person shall be entitled to obtain a fair price which, failing agreement between the parties, shall be stipulated by the joint conciliation board set up by Article L615-21 or by the First Instance Court; these shall take into consideration all elements which may be supplied, in particular by the employer and by the employee, to compute the fair price as a function of both the initial contributions of either of them and the industrial and commercial utility of the invention.

3°. The salaried author of an invention shall inform his employer thereof and the latter shall confirm receipt in accordance with the terms and time limits laid down by regulation. The salaried person and the employer shall communicate to each other all relevant information concerning the invention. They shall refrain from making any disclosure which would compromise, in whole or in part, the exercise of the rights afforded under this Book.

Any agreement between the salaried person and his employer concerning an invention made by the salaried person shall be recorded in writing, on pain of nullity.

4°. The implementing rules for this Article shall be laid down by a Conseil d'Etat decree.

5°. This Article shall also apply to the servants of the State, of local authorities and of any other public legal person under the terms to be laid down by a Conseil d'Etat decree."

The inventions based on which application US12/811092 has been filed, has been classified by Essilor as belonging to the first category of Article L611-7 CPI (inventions made by a salaried person in the execution of a work contract comprising an inventive mission). Christian JONCOUR, who received a supplementary remuneration for said invention, has never challenged the classification made by Essilor.

Such allegation is also confirmed by a decision from the CNIS (French national commission dedicated to employee inventions), in which it is clearly stated that Christian JONCOUR does not challenge the classification of the present invention as belonging to the first category according to Article L611-7 CPI. An English translation of the relevant elements of the decisions is enclosed herewith.

Also, for the sake of completion, an English translation of Article L615-21 CPI, related to the CNIS, is enclosed herewith. This Article states that "Within six months of submission of the case, the board set up within the National Institute of Industrial Property shall formulate a conciliation proposal; such proposal shall be deemed to



*constitute an agreement between the parties if, within one month of its notification, neither of the parties has submitted the case to the appropriate First Instance Court sitting in chambers". As Christian JONCOUR did not submit this case to the TGI (which is the French appropriate First Instance Court in the sense of Article L315-21) within one month of the enclosed notification, the proposal made by the CNIS is deemed to constitute an agreement between Essilor and Christian JONCOUR.*

According to Article L611-7 CPI, the inventions belonging to said first category "*shall belong to the employer*", so that Christian JONCOUR has to assign his invention to Essilor.

Therefore, the present case fulfils the conditions concerning proof of proprietary interest.

As the five remaining inventors have signed the Assignment declarations, Essilor shall be considered as the assignee of the present application.

Albert HASSINE

**Encl :** - Annexes (A1 and A2)

- English translation of Article L615-21
- English translation of the CNIS decision

# **EXHIBIT A1**

*Confidential - (6 pages)  
Do not communicate without  
express written authorization  
from Essilor*

**NATIONAL COMMISSION  
OF EMPLOYEE INVENTIONS  
[COMMISSION NATIONALE  
DES INVENTIONS DE SALARIES]**

*Dispute no. 2009/21  
Mr. Christian Joncour/ESSILOR INTERNATIONAL*

**Conciliation Proposal**

**I. PREAMBLE**

***\* Parties present***

- **Employee:** Mr. Christian Joncour, residing at 8bis, Rue Edmond Nocard, in Saint-Maurice (94)
- **Employer:** ESSILOR INTERNATIONAL, located at 147, Rue de Paris in Charenton (94).

***\* Commission composition:***

- **Chairperson:** Mrs. Marie-Françoise Marais, Magistrate
- **Assessors:** Gilbert Guerber (Employees Board) and François Moinat (Employers Board).

***\* Inventions concerned***

The present dispute concerns the following inventions:

***"Device for reading the dimensions of eyeglass frame rim or bridge, and corresponding reading method"***

This invention was the object of a French patent application filed 14 April 2008, publication number FR 2 930 050. This patent application was the object of an international extension via PCT.

Christian Joncour is cited as the inventor.

[seal of the Commission, initials]

I [initials]

***"Method for preparing an ophthalmic lens for the flush-fitting of a surround of a spectacle frame"***

This invention was the object of a patent application filed 14 April 2008 under no. WO 2008/142291.

Christian Joncour is cited as an inventor.

**II. FACTS AND PROCEDURE**

**A) Request**

In a letter of 3 December 2009, Christian Joncour requested that the National Commission of Employee Inventions consider the disputed inventions to have been made outside the normal course of his work.

To support his request, Mr. Joncour set forth the following facts and arguments:

Two inventions are concerned: patent WO 2008 142291 in which he is cited as co-inventor with Fabien Divo, and French patent FR 2930050 in which he is the sole inventor.

Essilor states that this was an invention made in the course of his duties, which he contests.

His position was a Research Assistant within the Industrial Property department at the Essilor headquarters in Charenton. In this capacity, his work consisted of performing patent searches to determine freedom to operate, oppositions, and other prior art issues for all current patent applications, as is usual for this type of position.

In no case were inventive duties associated with this position.

He was never part of any particular research or any program for the Instruments department located in Vincennes.

He also never attended a working meeting on this subject, in Charenton or in any other location.

These two inventions resulted from work concerning another patent application for the Lenses Department concerning the flush-fitted lens (see WO2009 065968, priority 28 December 2007 in which he is also a co-inventor).

**B) Observations in response**

ESSILOR made the following observations in response:

Christian Joncour requested that the National Commission of Employee Inventions consider the dispute between himself and ESSILOR International.

[seal]

2 [initials]



In his letter to the Commission on 3 December 2009, Christian Joncour mentions 3 patents for which he is the inventor or co-inventor, referred to below as B1 to B3 in the order of their filing date:

- B1: WO 2009/65 968 of 28 December 2007
- B2: WO 2008/142 291 of 14 April 2008
- B3: FR 2.930.050 of 14 April 2008.

Christian Joncour contests ESSILOR's classification regarding the inventions corresponding to B2 and B3;

ESSILOR considers these to be inventions made in the course of his duties, while Christian Joncour considers these to be inventions made outside the course of his duties.

Christian Joncour worked for most of his career in the Research unit (R&D) of the Instruments for Opticians department, until September 1996 when he joined the Industrial Property department as a Patent Research Assistant in charge of patent documentation for physical and mechanical patents, the patents relative to chemistry and physical chemistry being handled by another Patent Research Assistant.

B1 and B3 are priority patent applications.

B2 claims a priority of 24 April 2007, in which the two inventors designated in B2 did not participate.

Patent application B1 is one of 13 patent applications from the internal project [REDACTED] project, [REDACTED] Christian Joncour participated at a very early point in this project, [REDACTED]

The Remote Edging method was invented twenty years ago by Japanese companies. This method is a method for remote edging of spectacle lenses and remote mounting of these lenses.

In the context of his duties as Patent Research Assistant, which in fact included a support role for innovations as Christian Joncour himself mentions in his "support for the invention" letter [sic]. Christian Joncour participated in the [REDACTED] project and was included in this project because of his skills and his past experience in the R&D unit of the Instruments department.

In this context, he made personal contributions to the dossier referred to as flush-fitted lenses which resulted in filing patent application B1.

As his designation as inventor was omitted at the time of filing, Christian Joncour sent an email [REDACTED] to [REDACTED] and the omission of his name was immediately corrected. Christian Joncour appears as co-inventor in the list of six designated inventors.

This invention B1 to which Christian Joncour contributed as a co-inventor is an invention made in the course of his work, which Christian Joncour did not contest in any formal manner in his letter to the Commission.

[seal and initials]

3 [initials]

It is this invention B1 which is the origin of inventions B2 and B3.

Patent B2 is a result of a joint development by [REDACTED] of the Instruments department and Christian Joncour who himself recognizes in his letter to your Commission "that he was associated with the work of [REDACTED] for expediency for ESSILOR because apparently (my) contribution complemented his work."

As for B3, it proposes a particular form of probe that enables reading with the same contour reading apparatus:

- the groove or inner shape of the frame rim,
- the front face of said frame (the goal being for example to mount aesthetic flush-fitted lenses according to B1)

**B1:** In the year following the filing of a patent application, the designated inventor(s) receive an additional lump sum compensation of [REDACTED]. [REDACTED]

For B1, five inventors had originally been designated and each of them received an additional compensation of [REDACTED]. Mr. Joncour, who had been omitted then reestablished as an inventor, has since received [REDACTED] an additional compensation identical to that of the other five inventors [REDACTED]

**B2 and B3:** For B2 (2 inventors) and B3 (Christian Joncour as sole inventor), Christian Joncour received a total additional compensation of [REDACTED]

[REDACTED]

By entrusting him with active participation in the [REDACTED] project, in a field resulting from his past experience as inventor in the R&D unit of the Instruments department, ESSILOR clearly entrusted Christian Joncour with special inventive duties in the context of the invention that is the object of patent B1.

For the inventions that are the object of patents B2 and B3, Christian Joncour himself recognized in his letter that he had been associated with the work of [REDACTED] for expediency and because his contribution complemented his work.

By signing the two invention declarations dated 15 April 2008, he also recognized that his inventions were made within the course of his work.

ESSILOR asks the National Commission of Employee Inventions to confirm the classification of these inventions as inventions made within the course of his work.

### **C) Meeting of the Commission**

Called by the Secretary, the Commission met at the *Institut National de la Propriété Industrielle* on 22 October 2010.

[seal and initials]

4 [initials]

### III. MINUTES OF THE MEETING OF 22 OCTOBER 2010

In addition to the members of the Commission, the following persons were present:

- Mr. Christian Joncour

■ The ESSILOR company, represented by ■  
■

Laurent Mulatier served as Secretary.

The Commission heard the observations of the parties.

\*\*\*

At the end of the meeting, the Commission observed that each of the parties maintained their position and therefore that article R. 615-20 of the French Intellectual Property Code should apply. In the terms of this article, "if there is no complete conciliation, the Commission establishes the conciliation proposal set forth in article L. 615-21."

### IV. CONCILIATION PROPOSAL

#### Approach of the Commission

#### On the classification of the invention

In the terms of article L. 611-7 of the Intellectual Property Code, inventions made by the employee in the course of his or her duties, either under an employment contract comprising inventive duties corresponding to his or her actual functions, or during research and development explicitly entrusted to him or her, belong to the employer.

In this specific case, it appears to the Commission that Mr. Joncour was entrusted with inventive duties concerning the inventions in question, through his active participation in the ■ project, which he himself confirmed by signing to this effect the invention declarations for the inventions in question.

It therefore appears to the Commission that the inventions in question are inventions made during the course of his duties.

[seal and initials]

5 [initials]

**A) Proposed agreement**

The Commission therefore proposes that an agreement be established between the parties, under the following terms:

**Single Article: The inventions that are the objects of the patents cited in the Preamble are inventions made in the course of employee duties and are the property of the ESSILOR company.**

Chairperson of the National Commission  
of Employee Inventions

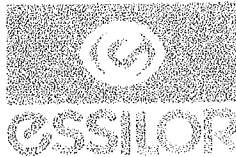
[signature]  
Marie-Françoise Marais

Secretary of the National Commission  
of Employee Inventions

[signature]  
Laurent Mulatier

6 [initials]

# **EXHIBIT A2**



AZ

Monsieur JONCOUR CHRISTIAN  
CHARENTON

Fait en double exemplaire  
Remis en main propre

Charenton, le 8 août 2000

AVENANT A VOTRE CONTRAT DE TRAVAIL  
CONVENTION DE FORFAIT

Monsieur,

Nous avons le plaisir de vous annoncer les conditions dans lesquelles s'effectuera notre collaboration à partir du 1er septembre 2000.

Dans le cadre de la loi du 19 janvier 2000 relative à la réduction négociée du temps de travail, la société ESSILOR a signé le 30 mars 2000 avec l'ensemble des organisations syndicales un accord collectif de réduction et d'aménagement du temps de travail.

En application dudit accord, nous vous proposons une convention de forfait en jours.

En effet, vous avez la qualité de cadre au sens des conventions collectives et accords de branche et n'êtes pas occupé selon l'horaire collectif de sorte que votre durée de temps de travail n'est pas prédéterminée.

Par ailleurs, au regard de l'analyse de votre emploi, DOCUMENTALISTE que vous exercez, et de votre niveau de responsabilité, vous disposez d'une large autonomie dans l'organisation de votre emploi du temps et dans l'accomplissement de vos missions.

Dans ces conditions et en application des dispositions de l'article L. 212.15.3 du code du travail, nous convenons, d'un commun accord, de la présente convention de forfait définie en jours.

Vous exercerez votre activité sur 216 jours maximum /an, sur la période du 1<sup>er</sup> juin au 31 mai de chaque année.

Nous vous confirmerons fin septembre le nombre de jours exact que vous devrez travailler sur la période du 1<sup>er</sup> septembre 2000 au 31 mai 2001; ce nombre dépendant en effet du nombre de jours de congés acquis et pris entre le 1<sup>er</sup> juin et le 31 août 2000.

Vous percevrez une rémunération mensuelle brute forfaitaire de 22 152 Francs, correspondant à 650 points Essilor (valeur du point = 34, 08 F au 1/10/99) et brut mensuel actuel.

56

- Il est expressément convenu que cette rémunération, dans son ensemble, constitue la contrepartie forfaitaire de votre activité dans le cadre du nombre de jours de travail défini annuellement. Vous prendrez donc toutes dispositions pour assurer votre activité dans le cadre du nombre de jours défini annuellement.
- Les jours de repos liés à la réduction du temps de travail devront être pris conformément à l'article 27 de l'accord, dans la mesure du possible de manière étalée au cours de l'année et en tout état de cause, une demi-journée minimum de congé réduction devra être prise tous les mois.
- En cas de dépassement exceptionnel de ce nombre de jours travaillés, vous bénéficierez d'un report des jours de repos, réduction à prendre dans les trois premiers mois de la période de référence suivante dans les conditions fixées par l'article 21. 1 de l'accord collectif précédemment cité.
- Conformément aux dispositions de l'accord collectif, vous devrez, dans la mesure du possible, respecter les horaires quotidiens et hebdomadaires maximums légaux ou conventionnels et, en tout état de cause, respecter 11 heures consécutives de repos entre deux postes de travail et 35 heures consécutives de repos hebdomadaire.
- L'organisation et la charge de votre travail ainsi que l'amplitude de vos journées seront examinées avec votre responsable hiérarchique notamment lors de votre entretien annuel. En cas de désaccord, en vertu de l'art. 21.1, vous pourrez exercer un recours auprès du hiérarchique h+1 et auprès du responsable des ressources humaines.

Les autres éléments de votre contrat de travail demeurent inchangés.

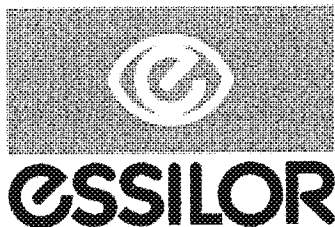
Pour la bonne règle, nous vous prions de bien vouloir parapher la première page, dater et signer la deuxième page du présent avenant, en indiquant la mention « Lu et approuvé, Bon pour accord » et d'en remettre un exemplaire au service du personnel (Blandine MALAGIES - Charenton), au plus tard 3 semaines après remise de la présente.

Nous vous prions d'agréer, Monsieur, l'expression de nos sentiments distingués.

28/04/2020  
Lu et approuvé, Bon pour accord  
[Signature]

Joël GAVAZZI  
Directeur des Affaires Sociales

A2



Mr. JONCOUR, CHRISTIAN  
CHARENTON

Executed in two copies  
Hand delivered

Charenton, August 8, 2000

AMENDMENT TO YOUR EMPLOYMENT CONTRACT  
PAY AGREEMENT

Dear Sir,

It is our pleasure to inform you of the conditions of our collaboration beginning on September 1, 2000.

In accordance with the law of January 19, 2000 regarding the negotiated reduction in work hours, ESSILOR signed a collective agreement with all labor unions on March 30, 2000 concerning work hour reduction and reform.

Under said agreement, we propose a flat-rate pay agreement covering days worked.

You have the status of manager under the collective agreements and branch agreements; the fixed work hours do not relate to you and your schedule of work hours is therefore not predetermined.

Concerning the analysis of your position, DOCUMENTALIST, and your level of responsibility, you have great autonomy in organizing your work schedule and in carrying out your duties.

Under these conditions and under the provisions of article L. 212.15.3 of the French Labor Code, by common consent we agree on this flat-rate pay agreement covering days worked.

You will perform your activities over a maximum of 216 days/year, over the period from June 1 to May 31 each year.

At the end of September we will confirm the exact number of days that you must work during the period from September 1, 2000 to May 31, 2001; this number will depend on the number of vacation days earned and taken between June 1 and August 31, 2000.

You will receive a monthly gross salary of 22,152 francs, corresponding to 650 Essilor points (point value = 34.08 francs as of 10/1/99) and the current monthly gross.

[initials]

[illegible Essilor corporate footer]



- It is expressly agreed that this entire salary is compensation for your duties for the defined annual number of workdays. You will therefore make all necessary arrangements to perform your work within the defined annual number of days.
- Days off related to the reduction in work hours must be taken in accordance with article 27 of the agreement, in a manner that is scattered throughout the year, to the extent possible. At least a half-day of reduction-related leave must be taken every month in any event.
- If this number of workdays is exceptionally exceeded, the missed days off will be carried forward. They must be taken within the first three months of the next reference period, under the terms set forth in article 21.1 of the collective agreement mentioned above.
- In accordance with the provisions of the collective agreement, you must, to the extent possible, remain within the daily and weekly maximum legislated or contractual hours worked and, in any event, must take 11 consecutive hours of time off between two work shifts and 35 consecutive hours of time off per week.
- Your workload and organization as well as the duration of your days will be examined with your immediate supervisor, particularly during your annual review. In case of a disagreement, under art. 21.1, you can appeal to your N+1 manager and to the Human Resources manager.

The other elements of your employment contract remain unchanged.

For the record, please initial the first page, and date and sign the second page of this amendment with the words "Read and approved, signed and agreed", and return a copy to the Personnel Department (Blandine Malagies - Charenton), no later than three weeks after receiving this amendment.

Sincerely,

09/08/2000

*Read and approved, signed and agreed*

[signature]

[signature]

Joël Gavazzi

Director of Personnel

[illegible Essilor corporate footer]

# **EXHIBIT A3**

**Article L615-21**

At the request of one of the parties, any dispute concerning the application of Article L611-7 may be submitted to a joint conciliation board (employers, employees) presided over by a magistrate of the judiciary whose vote shall be decisive in the event of parity.

Within six months of submission of the case, the board set up within the National Institute of Industrial Property shall formulate a conciliation proposal; such proposal shall be deemed to constitute an agreement between the parties if, within one month of its notification, neither of the parties has submitted the case to the appropriate First Instance Court sitting in chambers. Such agreement may be made enforceable by an order of the President of the First Instance Court on a simple petition by the most assiduous party.

The parties may appear in person before the board and may be assisted or represented by a person of their choice.

The board may make use of experts which it shall designate for each proceeding.

The implementing rules for this Article, containing special provisions for the employees referred to in the last paragraph of Article L611-7, shall be laid down by Conseil d'Etat decree after consultation with the professional and trade union organizations concerned.

# **EXHIBIT A4**



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents  
United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
www.uspto.gov

Cozen O'Connor  
277 Park Avenue, 20th Floor  
New York NY 10172

**MAILED**

**APR 08 2013**

**PCT LEGAL ADMINISTRATION**

In re Application of :  
DUBOIS et al. :  
Application No.: 12/811,092 :  
PCT No.: PCT/EP2008/068279 :  
Int. Filing: 23 December 2008 :  
Priority Date: 28 December 2007 :  
Attorney Docket No.: 5453-19PUS-300217.000 :  
For: METHOD OF CALCULATING AN :  
OPTICAL SYSTEM ACCORDING TO A :  
GIVEN SPECTACLE FRAME :

**DECISION ON PETITION  
UNDER 37 CFR 1.47(a)**

This decision is issued in response to applicants' "Petition under 37 CFR 1.47(a)" filed 11 February 2013, to accept the application without the signature of joint inventor, Christian JONCOUR. The \$200 petition fee has been submitted.

The petition under 37 CFR 1.47(a) is **GRANTED**.

Applicants claim that co-inventor Christian JONCOUR has refused to sign the application.

A petition under 37 CFR 1.47(a) must be accompanied by: (1) the fee under 37 CFR 1.17, (2) factual proof that the missing joint inventor refuses to execute the application or cannot be reached after diligent effort, (3) a statement of the last known address of the missing inventor, and (4) an oath or declaration by each 37 CFR 1.47(a) applicant on his or her own behalf and behalf of the nonsigning joint inventor.

Applicants here have submitted the appropriate petition fee. Item (1) is therefore satisfied.

Regarding item (2), the petition asserts that the nonsigning inventor has refused to execute the declaration. Before a refusal to execute the application can be claimed, section 409.03(d) of the MPEP requires that the nonsigning inventor be provided with a copy of the complete application, including specification, drawings and claims. The MPEP also requires "a statement of facts by the person who presented the inventor with the application papers and/or to whom the refusal was made."

The 37 CFR 1.47(a) applicants provided evidence that a complete copy of the subject application was sent to the nonsigning inventor (Christian JONCOUR). The documents provided to Christian JONCOUR included instructions to sign and return the declaration. These materials provide the required firsthand statement regarding the delivery to the nonsigning inventor of a copy of the complete application, and the nonsigning inventor's refusal to execute the application, with documentary evidence supporting the statement. Item (2) is therefore satisfied.

Regarding item (3), applicants have provided the last known address of the nonsigning inventor. Accordingly, item (3) is therefore satisfied.

Regarding item (4), applicants have filed a declaration executed by five of the six inventors and including an unsigned signature box identifying the nonsigning inventor (Christian JONCOUR). This declaration is treated as having been executed by the available inventor on his behalf and on behalf of the nonsigning inventor. Item (4) is therefore satisfied.

For the reasons stated above, it is appropriate to accept the application without the signature of Christian JONCOUR under 37 CFR 1.47(a) at this time.

As provided in 37 CFR 1.47(c), a notice of the filing of this application will be forwarded to the nonsigning inventor at his last known address of record. A notice of the filing of the application under 37 CFR 1.47(c) will be published in the Official Gazette.

This application is being returned to the United States Designated/Elected Office for processing in accordance with this decision.

/Anthony Smith/

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UNITED STATES PATENT AND TRADEMARK OFFICE

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Charento-le-Pont, FRANCE

**MAILED**

APR 08 2013

PCT LEGAL ADMINISTRATION

In re Application of  
DUBOIS et al.  
Application No.: 12/811,092  
PCT No.: PCT/EP2008/068279  
Int. Filing: 23 December 2008  
Priority Date: 28 December 2007  
Attorney Docket No.: 5453-19PUS-300217.000  
For: METHOD OF CALCULATING AN OPTICAL SYSTEM ACCORDING TO A GIVEN  
SPECTACLE FRAME

Dear Christian Joncour:

You are named as an inventor in the above identified United States patent application, filed under the provisions of 37 CFR 1.47(a) and 35 U.S.C. 116. Should a patent be granted, you will be designated as an inventor.

As a named inventor, you are entitled to inspect any paper in the file wrapper of the application, order copies of all or any part thereof (at a prepaid cost per 37 CFR 1.19) or to make your position of record in the application. Alternatively, you may arrange to do any of the preceding through a registered patent agent or attorney presenting written authorization from you. If you care to join in the application, counsel of record (see below) would presumably assist you. Joining in the application would entail the filing of an appropriate oath or declaration by you pursuant to 37 CFR 1.63.

/Anthony Smith/

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