

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3152636

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the WRONG PATENT APPLICATION NUMBER 14470844 LISTED. THE CORRECT PATENT APPLICATION NUMBER SHOULD BE 14470884. previously recorded on Reel 034121 Frame 0886. Assignor(s) hereby confirms the ASSIGNMENT.
RESUBMIT DOCUMENT ID:	503080000

CONVEYING PARTY DATA

Name	Execution Date
INSOLVENCY SERVICES GROUP, INC., SOLELY IN ITS CAPACITY AS ASSIGNEE FOR THE BENEFIT OF CREDITORS OF ZOOM FOCUS EYEWEAR, LLC DBA SUPERFOCUS, LLC	11/06/2014

RECEIVING PARTY DATA

Name:	SUPERFOCUS HOLDINGS LLC
Street Address:	9107 WILSHIRE BLVD., SUITE 800
City:	BEVERLY HILLS
State/Country:	CALIFORNIA
Postal Code:	90210

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	8777408
Patent Number:	8371905
Patent Number:	8500270
Patent Number:	8708487
Application Number:	13396019
Application Number:	13727099
Application Number:	13783833
Application Number:	14251151
Application Number:	13736532
Application Number:	14470884

CORRESPONDENCE DATA

Fax Number: (650)849-4619

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

Phone: 650-849-4857

Email: jenny.zhang@morganlewis.com

Correspondent Name: JENNY ZHANG

PATENT

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Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 0000370271

NAME OF SUBMITTER: JENNY ZHANG

SIGNATURE: /Jenny Zhang/

DATE SIGNED: 12/17/2014

Total Attachments: 5

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3098163

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INSOLVENCY SERVICES GROUP, INC., SOLELY IN ITS CAPACITY AS ASSIGNEE FOR THE BENEFIT OF CREDITORS OF ZOOM FOCUS EYEWEAR, LLC DBA SUPERFOCUS, LLC	11/06/2014
RECEIVING PARTY DATA	
Name:	SUPERFOCUS HOLDINGS LLC
Street Address:	9107 WILSHIRE BLVD., SUITE 800
City:	BEVERLY HILLS
State/Country:	CALIFORNIA
Postal Code:	90210
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	8371905
Patent Number:	8500270
Patent Number:	8708487
Patent Number:	8777408
Application Number:	13396019
Application Number:	13727099
Application Number:	13736532
Application Number:	13783833
Application Number:	14251151
Application Number:	14470844
CORRESPONDENCE DATA	
Fax Number:	(650)849-4619
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	650-849-4857
Email:	jenny.zhang@bingham.com
Correspondent Name:	JENNY ZHANG
Address Line 1:	1117 S. CALIFORNIA AVENUE
Address Line 4:	PALO ALTO, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	0000370271
PATENT	

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is made effective as of November 6, 2014 (the "Effective Date") between INSOLVENCY SERVICES GROUP, INC., a California corporation ("Assignor"), solely in its capacity as Assignee for the benefit of creditors of Zoom Focus Eyewear, LLC dba Superfocus, LLC ("Superfocus, LLC"), and Superfocus Holdings LLC, a Delaware limited liability company ("Assignee").

Assignor, solely in its capacity as assignee for the benefit of creditors of Superfocus, LLC, formed Assignee, such that Assignor is the sole owner of Assignee and the equity interests in Assignee are included in the assets of the assignment estate for the benefit of creditors of Superfocus, LLC.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee all right, title, and interest in and to any and all of the following (collectively, the "Patent Rights"):

(a) the patents and patent applications identified in the attached Schedule A hereto, together with any patent issuing on any such patent application, including any rights of priority in or to any of the foregoing patents or patent applications;

(b) each patent and patent application that derives priority from any of the patents or patent applications described in clause "(a)" above, including all extensions, renewals, reissues, reexaminations, divisionals, substitutions, provisionals, continuations, continuations-in-part, conversions, prolongations, continued examinations, continued prosecution applications, and domestic and foreign counterparts that derive priority from any of the patents or patent applications described in clause "(a)" above, and each patent issuing on any of the foregoing;

(c) each patent or patent application that is referenced by a terminal disclaimer filed in connection with any of the patents or patent applications identified in clause "(a)" or clause "(b)" above (each patent and patent application described in clauses "(a)" through and including "(c)" above, collectively, the "Assigned Patents");

(d) all subject matter, and each invention, claimed or disclosed in each of the Assigned Patents and all embodiments of such subject matter and inventions (collectively, the "Inventions");

(e) all rights to apply in any and all jurisdictions anywhere in the world for patents, certificates of inventions, utility models, or other governmental grants with respect to each Assigned Patent and Invention, including the right to apply for patents pursuant to any convention, treaty, agreement or understanding;

(f) to the extent they exist, any and all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Assigned Patents, Inventions, and items in any of the foregoing clauses "(a)" through and including "(e)" above, including all causes of action and other

enforcement rights for (i) damages, (ii) injunctive relief, (iii) any other remedies of any kind (in each of the cases in clauses "(i)", "(ii)", and "(iii)" of this clause "(f)" for past, current, and future infringement), and (iv) all rights to collect royalties and other payments under or on account of each of the Assigned Patents, Inventions, and items in any of the foregoing clauses "(a)" through and including "(e)" above.

2. Assignor represents, warrants and covenants that:

(a) Assignor has the full power and authority to make the assignments of Patent Rights to Assignee as set forth in this Assignment; and

(b) Assignor has not assigned, granted or otherwise transferred any right, title, or interest in or to any Patent Right to any other person or entity.

3. Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

4. Assignor hereby authorizes and requests the attorney or agent of record to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the respective patent office or governmental agency in each jurisdiction for recordation or other official recognition.

5. From and after the Effective Date, Assignor shall cooperate with Assignee and Assignee's representatives, and shall execute and deliver such documents and take such other actions as Assignee may reasonably request, to cause to be conveyed to Assignee and its successors or assigns all of the rights, titles and interests intended to be conveyed to Assignee under this Assignment. Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution) effective as of the Effective Date, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the date of this Assignment) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Patent Rights or otherwise carrying out or facilitating any of the transactions contemplated hereby. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and shall be irrevocable, and shall survive the dissolution or insolvency of Assignor.


6. The terms and conditions of this Assignment will inure to the benefit of Assignee and Assignee's successors and assigns of the Patent Rights and other rights set forth above.

7. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive. This Assignment may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

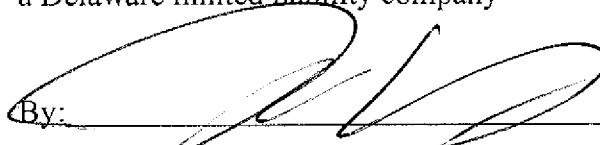
ASSIGNOR:

INSOLVENCY SERVICES GROUP, INC.
a California corporation, as Assignee for the
benefit of creditors of Zoom Focus Eyewear,
LLC dba Superfocus, LLC

By: 
Name: JOEL P. WEINBERG
Title: CEO
Date: 11/6/14

ASSIGNEE:

SUPERFOCUS HOLDINGS LLC
a Delaware limited liability company

By: 
Name: JOEL B. WEINBERG
Title: Member
Date: 11/6/14

SCHEDULE A

List of Patents

A. Issued Patents

Country Name	Patent Number	Issue Date	Title
USA	8,371,905	02/12/2013	Magnetically Attached Spectacle Lens With Hidden Magnets and Method
USA	8,500,270	08/06/2013	Structure and method for face form retention in plastic eyeglasses and eyeglass frames
USA	8,708,487	04/29/2014	Adjustable Focus Eyeglasses with Eye-by-Eye Actuation
USA	8,777,408	07/15/2014	Variable Focus Spectacles with Adjustable Connector

B. Patent Applications

Country Name	Application Number	Publication Number	Application Date	Title
USA	13396019	2012/0215197	02/14/2012	Non-Coring Fill Needle
USA	13727099	2013/0162940	12/26/2012	Spectacles with Removable Optics
USA	13736532	2013/0176528	01/08/2013	Rotary Actuator Mechanism for Adjustable Focus Spectacles
USA	13783833	2013/0229617	03/04/2013	Variable Focus Spectacles with Bipolar Lens Units And Front Masking Lenses
USA	14251151	2014/0247422	04/11/2014	Adjustable Focus Eyeglasses with Dual Unilateral Actuation
USA	14470884	Not Yet Published	08/27/2014	Adjustable Focus Spectacles