

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3170380

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
OPTOMETRICS CORPORATION	11/18/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	L-3 COMMUNICATIONS, WARRIOR SYSTEMS DIVISION, EO TECH, INC.
<b>Street Address:</b>	1201 E. ELLSWORTH
<b>City:</b>	ANN ARBOR
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48108
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14274057
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Email:</b>	jnoble@brookskushman.com
<b>Correspondent Name:</b>	BROOKS KUSHMAN P.C.
<b>Address Line 1:</b>	1000 TOWN CENTER, 22ND FLOOR
<b>Address Line 4:</b>	SOUTHFIELD, MICHIGAN 48075
<b>ATTORNEY DOCKET NUMBER:</b>	EOT 0463 PUS
<b>NAME OF SUBMITTER:</b>	JUDY NOBLE
<b>SIGNATURE:</b>	/Judy Noble/
<b>DATE SIGNED:</b>	01/05/2015
<b>Total Attachments: 12</b>	
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## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Optometrics Corporation, a Delaware Corporation having a place of business at 119 Russell Street, Suite 10; Littleton, Massachusetts 01460, for itself, its assigns and legal representatives ("Assignor") hereby, as of the date of the later of the signatures of the Assignor and the Assignee on pages 2 and 3:

Assigns to L-3 Communications, Warrior Systems Division, EOTech, Inc., a corporation organized and existing under the laws of the state of Delaware and having a place of business at 1201 E. Ellsworth, Ann Arbor, Michigan 48108, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, subject to the license provisions included in the "First Amendment to Comprehensive Supply Agreement Dated December 23, 2013 Between Optometrics, a Dynasil Company and L-3 Communications Corporation, Warrior Systems Division – EOTech" attached hereto as Appendix A, the inventions and designs directed to aiming devices which are disclosed in the application for United States Letters Patent filed in the United States Patent and Trademark Office on May 9, 2014 under No. 14/274,057, and entitled INTEGRATED FILTER AND GRATING IN AN AIMING SIGHT (the "Assigned Invention"), exclusive of all inventions and designs described in the following applications (the "Retained Inventions"):

The Provisional Patent Application filed in the United States Patent and Trademark Office on May 10, 2013 under No. 61/822,264, bearing Attorney Docket No. O0328.70000US00, and entitled COMBINATION OPTICAL FILTER AND DIFFRACTION GRATING AND ASSOCIATED SYSTEMS AND METHODS;

The International Patent Application filed in the United States Patent and Trademark Office on May 9, 2014, under No. PCT/US2014/037505, bearing Attorney Docket No. O0328.70000WO00, and entitled COMBINATION OPTICAL FILTER AND DIFFRACTION GRATING AND ASSOCIATED SYSTEMS AND METHODS;

and in and to all intellectual property rights that are specifically directed to the Assigned Invention and that do not prevent practice outside of the scope of the Assigned Invention of any of the Retained Inventions, which have been or shall be applied for or obtained in the United States, internationally, and in any foreign country, including but not limited to China, Japan and Korea.

For the assignor:

11/18/14  
Date

Gaura Lunardo

Assignor: Optometrics Corporation  
Address: 119 Russell Street, Suite 10  
Littleton, Massachusetts 01460

Signer: Laura Lunardo

Title: Chief Operating Officer

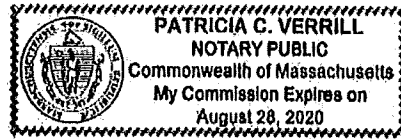
STATE/Commonwealth of Massachusetts  
COUNTY OF Worcester :

On this 18<sup>th</sup> day of November, 2014, before me, the undersigned notary public, personally appeared Laura Lunardo, proved to me through satisfactory evidence of identification, which were Drivers license, to be the person who signed the preceding or attached document in my presence and swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

SEAL

Patricia C. Verrill  
Notary Public

My commission expires: August 28<sup>th</sup>, 2020



For the assignee:

12/10/14  
Date

[Signature]  
Assignee: I-3 Communications, Warrior Systems Division,  
EOTech, Inc.

Address: 1201 E. Ellsworth  
Ann Arbor, Michigan 48108

Signer: PAUL S. MANGANO

Title: President

STATE/Commonwealth of MICHIGAN  
COUNTY OF WASHTENAW :

On this 10<sup>th</sup> day of DECEMBER, 2014, before me, the undersigned notary public, personally appeared PAUL MANGANO, proved to me through satisfactory evidence of identification, which were DRIVERS LICENSE, to be the person who signed the preceding or attached document in my presence and swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

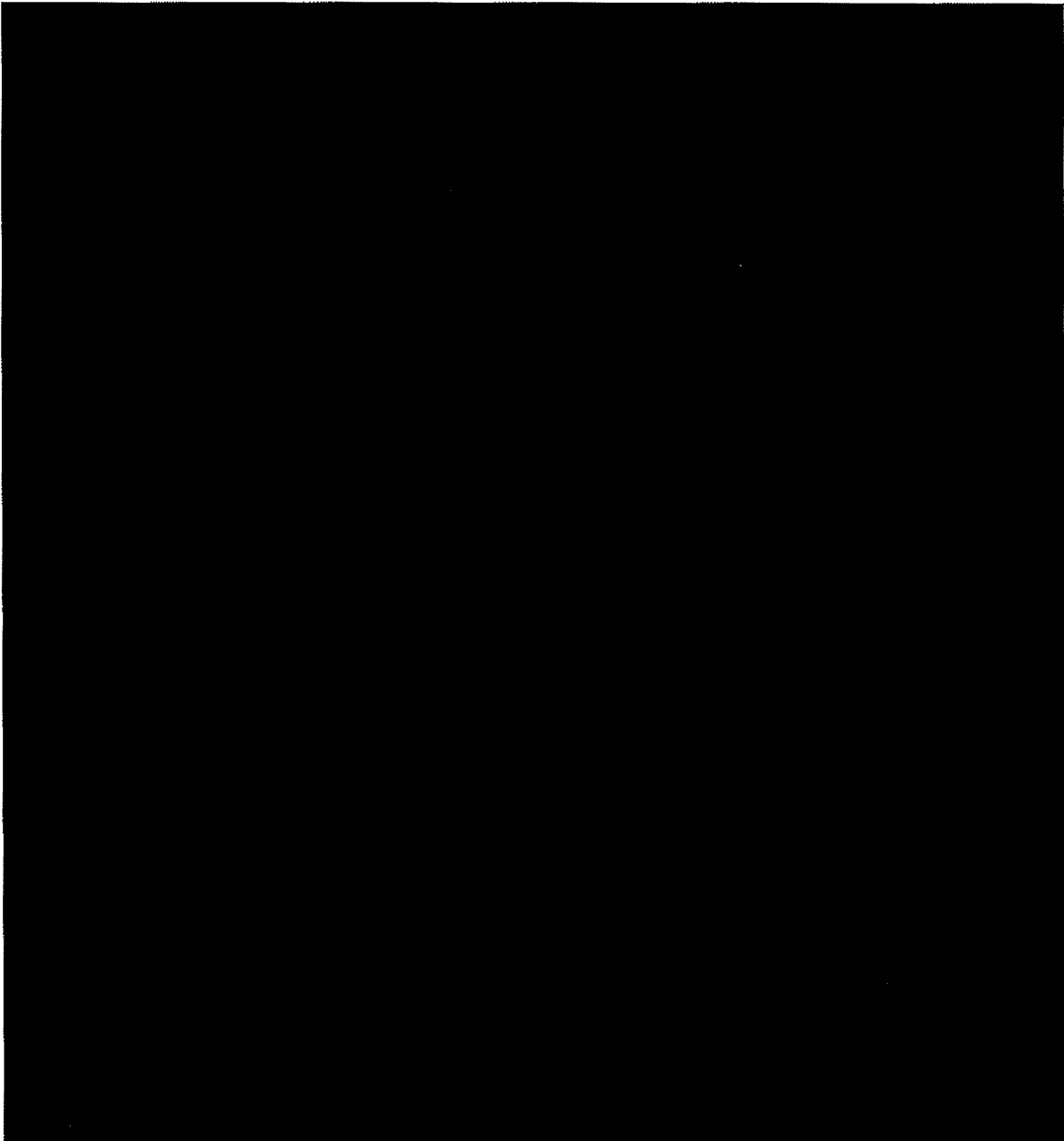
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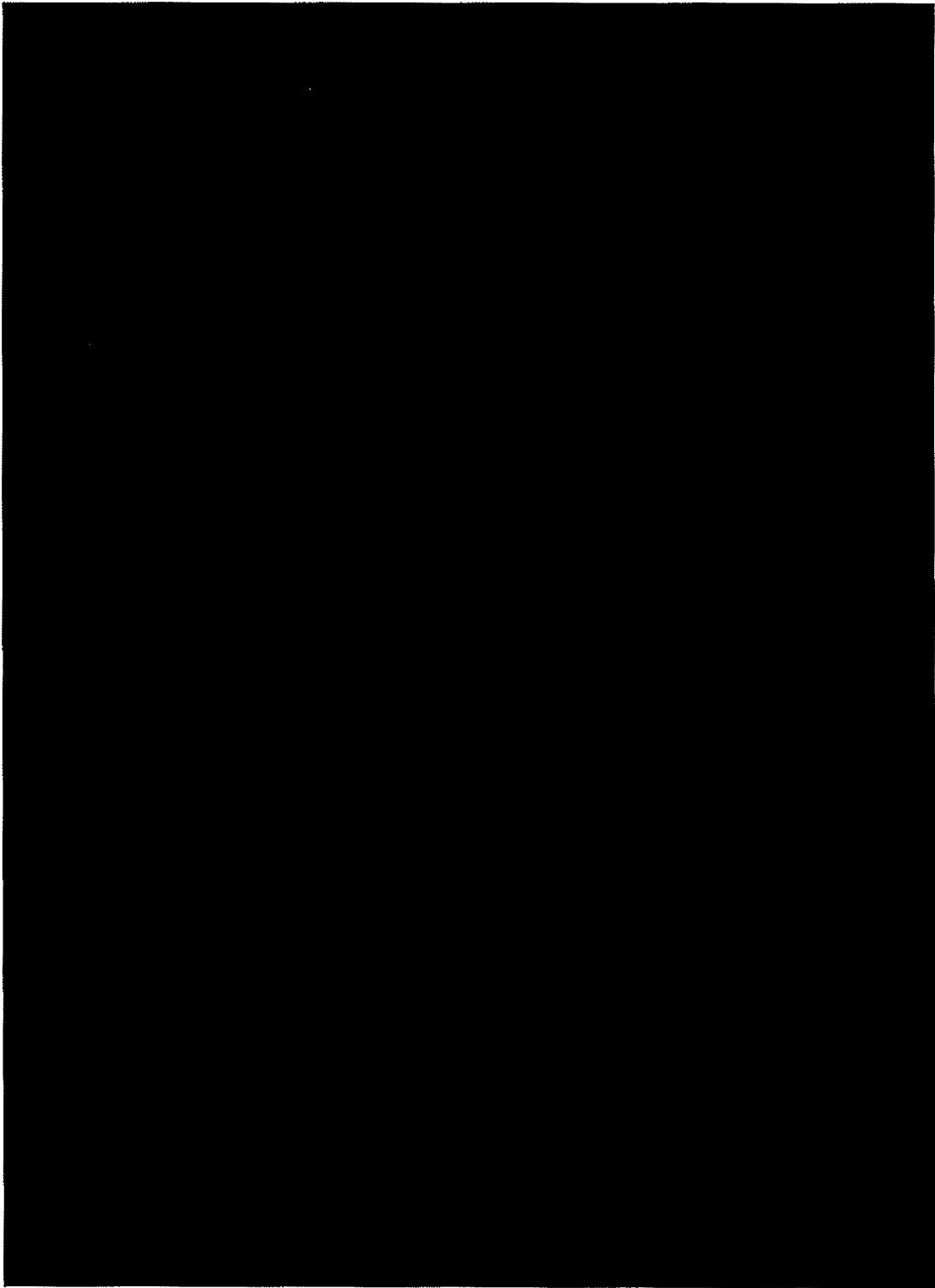
[Signature]  
Notary Public

My commission expires: 5-10-2020

**APPENDIX A**

FIRST AMENDMENT  
To  
COMPREHENSIVE SUPPLY AGREEMENT  
DATED DECEMBER 23, 2013  
BETWEEN  
OPTOMETRICS, A DYNASIL COMPANY  
AND  
L-3 COMMUNICATIONS CORPORATION, WARRIOR SYSTEMS DIVISION - EOTECH







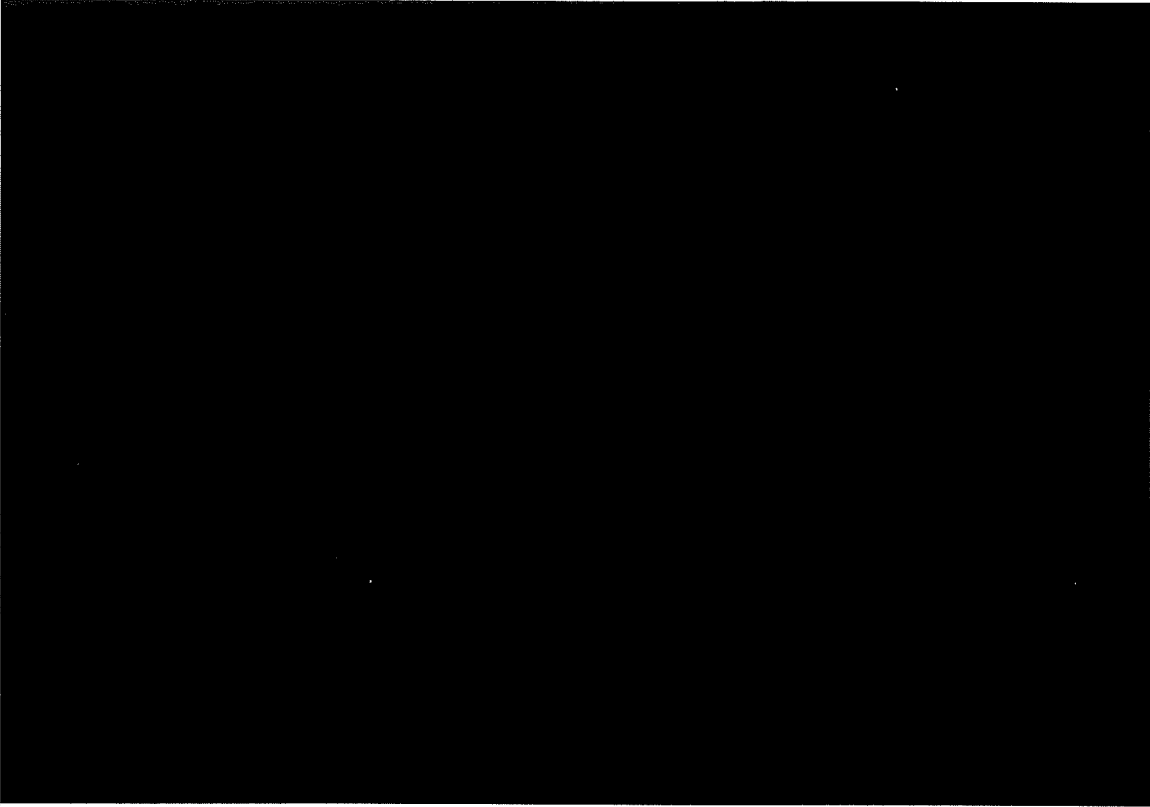
- IV. Optometrics and EOTech have reached an agreement regarding the key terms of their respective rights in the inventions relating to diffraction gratings, as described in U.S. Provisional Application Serial No. 61/822,264, filed May 10, 2013, and converted on May 9, 2014 ("the Grating Inventions") and EOTech's current weapon sights which are modified to incorporate such gratings, as described in U.S. Patent Application Serial No. 14/274,057, filed May 9, 2014 ("the HWS Inventions") developed as a result of the efforts of the Parties.

Article 5.F. **Intellectual Property** of the CSA is hereby deleted in its entirety and replaced with Article 5. F. as follows:

**F. Intellectual Property.**

1. For purposes of this Agreement, the term Intellectual Property shall mean patented and unpatented inventions, trademarks, copyrighted works, trade secrets, know-how and proprietary information of either party (hereinafter "Intellectual Property").
2. Each of the Parties claims to have rights in certain aspects of filtered gratings of the type supplied under this Agreement.
3. During the Term of this Agreement, Optometrics hereby grants to EOTech an irrevocable, exclusive, paid-up worldwide license under any and all Intellectual Property relating to Optometrics Gratings owned or controlled by Optometrics at any time, to use, offer to sell and sell the Optometrics Gratings furnished to EOTech under this Agreement. The license granted herein includes the right of EOTech to sublicense its customers, to use, offer to sell, or sell such Optometrics Gratings; provided however, that such sublicense does not conflict with any provisions of any license granted to Optometrics in Article 5.F.5 of this CSA below; and provided further that EOTech hereby agrees that said irrevocable, exclusive, paid-up worldwide license granted to EOTech and its customers for the limited purposes set forth hereinabove specifically excludes any and all manufacturing rights in and to Optometrics Gratings except as otherwise granted to EOTech in Article 5.F.4 of this CSA below.
4. **The Grating Inventions.** EOTech shall assign, and EOTech shall cause its employees to assign, to Optometrics any and all intellectual property rights it may have in and to the Grating Inventions.
  - a. Optometrics hereby grants to EOTech, and any successor in interest, an irrevocable, paid-up, non-exclusive, worldwide license under its Intellectual Property rights authorizing EOTech to make or have made holographic gratings incorporating or using any of the Grating Inventions solely for the purposes of (i) integrating such gratings as original components in EOTech's weapon sights, or (ii) selling such gratings as replacement components for EOTech's weapon sights ("the Grating License").

- b. The Grating License shall only become effective upon the occurrence of one of the following events:
- (1) Optometrics' inability or failure to supply the required volumes of gratings to EOTech;
  - (2) Optometrics' inability or failure to supply the gratings to EOTech (i) on quality and delivery terms specified in the Supply Agreement and any Amendments, or (ii) on pricing terms specified in the Supply Agreement or any Amendments for years 1-3, or on pricing terms specified herein for subsequent years;
  - (3) Optometrics' other material breach of the Supply Agreement; or
  - (4) Optometrics' insolvency or bankruptcy.
5. The HWS Inventions. Optometrics shall assign, and Optometrics shall cause its employees to assign, to EOTech any and all intellectual property rights it may have in and to the HWS Inventions.
- a. EOTech hereby grants to Optometrics an irrevocable, paid-up, non-exclusive, worldwide license under its Intellectual Property rights authorizing Optometrics, and any successor in interest which satisfies the assignment conditions of the Supply Agreement, to sub-license any unaffiliated customer that purchases gratings from Optometrics and/or a licensee of Optometrics incorporating any of the Grating Inventions, with such sub-license authorizing such customer solely to (i) integrate such gratings as original components in such customer's weapon sights or (ii) sell such gratings as replacement components for such customer's weapon sights ("the HWS License").
- b. The HWS License shall only become effective two (2) years following the occurrence of one of the following events:
- (1) Termination or non-renewal of the Supply Agreement;
  - (2) Optometrics' written notice to EOTech of EOTech's failure to purchase at least 250 gratings per day, as averaged over a 30-day production period, after the initial 3-year Term of the Supply Agreement, or during any renewal period, and EOTech's failure, within 30 days, to purchase adequate gratings to restore the daily average to 250 for each such 30-day period;
  - (3) EOTech's material breach of the Supply Agreement; or
  - (4) EOTech's insolvency or bankruptcy.



IN WITNESS WHEREOF, the duly authorized representatives of both parties have executed this Amendment effective as of the date set forth above.

OPTOMETRICS,  
A DYNASIL COMPANY

L-3 COMMUNICATIONS CORPORATION  
WARRIOR SYSTEMS DIVISION-EOTECH

By: *Laura Lunardo*

By: *Melissa Vasilevski*

Name: Laura Lunardo, COO

Name: Melissa Vasilevski, Director of Contracts

Date: 7/17/14

Date: 7-17-14

