

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3264003

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	COURT ORDER
CONVEYING PARTY DATA	
Name	Execution Date
RONALD D. BLUM	04/29/2014
RECEIVING PARTY DATA	
Name:	HPO ASSETS LLC
Street Address:	312 FARMINGTON AVENUE
City:	FARMINGTON
State/Country:	CONNECTICUT
Postal Code:	06032
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13085562
CORRESPONDENCE DATA	
Fax Number:	(202)371-2540
<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:	2023712600
Email:	bdooley@skgf.com
Correspondent Name:	STERNE, KESSLER, GOLDSTEIN & FOX PLLC
Address Line 1:	1100 NEW YORK AVE NW
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	3585.0490001
NAME OF SUBMITTER:	JOHN P. MCGROARTY
SIGNATURE:	/John McGroarty 41186/
DATE SIGNED:	03/13/2015
Total Attachments: 82	
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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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:
In re : **Chapter 7**
:
PIXELOPTICS, INC., : **Case No. 13-12875 (KJC)**
:
Debtor. : **Related Docket Nos. 37, 116, 152**
:
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**SUPPLEMENTAL ORDER GRANTING CHAPTER 7 TRUSTEE'S MOTION TO
(I) SELL ASSETS OF THE ESTATE FREE AND CLEAR OF ALL LIENS,
CLAIMS, AND ENCUMBRANCES, PURSUANT TO 11 U.S.C. § 363(B), (F), AND (M)
AND (II) ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS
AND/OR LEASES PURSUANT TO 11 U.S.C. § 365 AND EXHIBITS "A" AND "B"**

The matter before the Court is the Trustee's Motion for Entry of (I) an Order (A) Approving Bidding Procedures in Connection With Sale of Substantially all of the Estate's Assets, (B) Scheduling an Auction and Hearing to Consider the Proposed Sale and Approving the Form and Manner of Notice Thereof; and (II) an Order (A) Approving the Sale, (B) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Certain Related Relief [Docket No. 37] ("Sale Motion") pursuant to which the Trustee sought authorization (1) to enter into the Asset Purchase Agreement (the "Asset Purchase Agreement") between the Trustee¹ and HPO Assets LLC, as designee of Horizon Technology Finance Corporation (the "Successful Bidder" or "Purchaser"), to acquire substantially all of the assets of the Estate; (2) to sell the Purchased Assets, free and clear of all Encumbrances; and (c) authorizing the assumption and assignment of the Assumed Agreements

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

(together, the "Assumed Agreements") to the Successful Bidder; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, and other parties-in-interest; and after due deliberation thereon; and good and sufficient cause appearing therefor:

NOW, THEREFORE, THE COURT HEREBY FINDS THAT:

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this District and this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. On January 23, 2014, the Court entered the Order Granting Chapter 7 Trustee's Motion to (I) Sell Assets of the Estate Free and Clear of all Liens, Claims, and Encumbrances, pursuant to 11 U.S.C. § 363(B), (F), and (M) and (II) Assume and Assign Certain Executory Contracts and/or Leases Pursuant to 11 U.S.C. § 365 and Exhibits "A" and "B" [Dkt. No. 116] (the "Sale Order").

D. The Sale Order provided that (1) the transfer of the Contested Patents (as defined in the Sale Order) to Purchaser and (2) the assumption and assignment to Purchaser of the Contested Contracts (as defined in the Sale Order), and any findings of fact related thereto, would be deferred pending resolution of the e-Vision Objection (as defined in the Sale Order).

E. The e-Vision Objection has been resolved, and the Trustee and all interested parties have reached an agreement regarding (1) the transfer of the Contested Patents (as defined in the Sale Order), and (2) the assumption and assignment of the Contested Contracts (as defined in the Sale Order), as further set forth in that certain Settlement Agreement (attached hereto as Exhibit A) (the "Settlement Agreement").

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

THAT:

1. The Sale Motion is GRANTED, to the extent not previously granted in the Sale Order.
2. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, already overruled, or settled are hereby OVERRULED on the merits.
3. The Settlement Agreement is hereby approved.
4. The Trustee, or any of his respective agents or counsel, are authorized and directed to take any and all actions and to execute any and all documents and instruments that are reasonably necessary or appropriate to implement and effectuate the Asset Purchase Agreement and the Settlement Agreement.
5. The Trustee is authorized to assume and assign to HPO Assets the Original e-Vision License and the e-Vision Smart Optics Sub-License Agreement (as each is defined in the Settlement Agreement). Except as otherwise set forth in the Settlement Agreement, such assumption and assignment shall be pursuant to the terms of the assignment and assumption of the Assumed Agreements as set forth in the Sale Order.
6. The Trustee is authorized to assign to HPO Assets the TBD Patents (as defined in the Settlement Agreement). Except as otherwise set forth in the Settlement Agreement, such assignments shall be pursuant the terms of the assignment of the Purchased Assets as set forth in the Sale Order.
7. The Trustee is authorized to assign to e-Vision, LLC the Contested Patents (as defined in the Settlement Agreement).
8. This Order shall be binding in all respects upon the Trustee, the Debtor's estate, all creditors of, and holders of equity interests in, the Debtor (whether known or unknown), any

subsidiaries of the Debtor, including any holders of Encumbrances on the Purchased Assets, all parties to the Settlement Agreement, all successors and assigns of the Purchaser, the Debtor and their affiliates and subsidiaries, and any successor trustee appointed in the Debtor's case.

9. In the event of a direct conflict between the terms of the Settlement Agreement, on the one hand, and this Order, on the other hand, the terms of the Settlement Agreement shall govern.

10. This Court shall retain jurisdiction over the transactions contemplated in the Settlement Agreement for purposes of enforcing the provisions of this Order and the Settlement Agreement.

Dated: Wilmington, Delaware

April 29, 2014

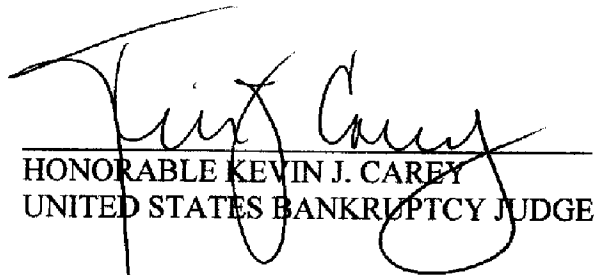

HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 'A'

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT dated as of April 28, 2014 (this "Agreement") by and among JEOFFREY L. BURTCH as chapter 7 trustee (the "Trustee") for the estate of PixelOptics, Inc., a Delaware corporation ("PixelOptics"), HPO Assets, LLC, a Delaware limited liability company ("HPO Assets"), e-Vision, LLC, a New York limited liability company ("e-Vision LLC"), and e-Vision Smart Optics, Inc., a Delaware corporation ("e-Vision Smart Optics"), and with e-Vision LLC, "e-Vision". Each of the Trustee, HPO Assets, e-Vision LLC and e-Vision Smart Optics may each be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, PixelOptics is the debtor in a Chapter 7 bankruptcy case filed pursuant to Title 11 of the United States Code, 11 U.S.C. § 101, et seq. in the United States Bankruptcy Court for the District of Delaware (the "Court"), case number 13-12875 (the "Bankruptcy Case");

WHEREAS, the Trustee was duly appointed and is serving as the trustee for the bankruptcy estate of PixelOptics (the "Estate");

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of December 13, 2013, between Horizon Technology Finance Corporation and the Trustee, Horizon Technology Finance Corporation, a Delaware Corporation ("Horizon") agreed to serve as the stalking horse bidder for the sale (the "Sale") of substantially all of the assets of the Estate, subject to the marketing of those assets under the supervision of the Court;

WHEREAS, on December 19, 2013, the Court entered its Order Granting Debtor's Motion to approve certain bid procedures [Docket No. 57] (the "Bid Procedures Order"). The Bid Procedures Order approved certain bid procedures (the "Bid Procedures") to be used with regard to the Trustee's proposed sale of substantially all of its assets, following a hearing on December 19, 2013, at which the Motion for approval of the Bid Procedures was granted.

WHEREAS the Bid Procedures Order established procedures for the assumption and assignment of certain executory contracts, including the Original e-Vision License and the e-Vision Smart Optics Sub-License, upon the closing of the Sale to Horizon;

WHEREAS, on January 17, 2014, e-Vision filed the e-Vision Objection, objecting to the assumption and assignment of the Original e-Vision License and the e-Vision Smart Optics Sub-License as well as the assignment of the Contested Patents;

WHEREAS, on January 23, 2014, the Court entered the Sale Order, authorizing the sale of the assets of the Estate (other than the Contested Patents) to Horizon's designee, HPO Assets, and authorizing the assumption and assignment by the Trustee to HPO Assets of certain executory contracts (but excluding the Original e-Vision License and the e-Vision Smart Optics Sub-License);

WHEREAS, the Parties wish to settle the e-Vision Objection, and resolve related disputes and controversies;

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements herein contained, and for other good and valuable consideration, the Parties hereto, intending to be legally bound, and subject to the Approval Order, agree as follows:

ARTICLE 1

DEFINITIONS

Whenever used in this Agreement the capitalized terms defined below shall have the indicated meanings.

Section 1.1 "2014 Amended and Restated License Agreement" shall mean that certain 2014 Amended and Restated License Agreement, substantially in the form attached hereto as Exhibit A.

Section 1.2 "Agreement" shall have the meaning set forth in the Preamble.

Section 1.3 "Approval Order" means an order by the Court (i) approving this Agreement, (ii) authorizing the Trustee to consummate the transactions contemplated herein, and (iii) authorizing the assumption and assignment of the Original e-Vision License and the e-Vision Smart Optics Sub-License, attached as Exhibit B hereto.

Section 1.4 "Bankruptcy Case" shall have the meaning set forth in the recitals.

Section 1.5 "Bid Procedures" shall have the meaning set forth in the recitals.

Section 1.6 "Bid Procedures Order" shall have the meaning set forth in the recitals.

Section 1.7 "Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banks in New York City, New York are authorized or obligated by law or executive order to not open or remain closed.

Section 1.8 "Closing" shall have the meaning set forth in Section 2.6.

Section 1.9 "Closing Date" shall have the meaning set forth in Section 2.6.

Section 1.10 "Contested Patents" shall mean those patents and patent applications listed on Schedule 2.9(a).

Section 1.11 "Court" shall have the meaning set forth in the recitals.

Section 1.12 "Cure Amounts" shall have the meaning set forth in Section 2.1.

Section 1.13 "e-Vision" shall have the meaning set forth in the preamble.

Section 1.14 “e-Vision License Cure Amount” shall have the meaning set forth in Section 2.1.

Section 1.15 “e-Vision LLC” shall have the meaning set forth in the preamble.

Section 1.16 “e-Vision Objection” shall mean that Objection of e-Vision, LLC and e-Vision Smart Optics, Inc. to Trustee’s Motion for Entry of (I) An Order (A) Approving Bidding Procedures in Connection with Sale of Substantially All of the Estate’s Assets, (B) Scheduling an Auction and Hearing to Consider the Proposed Sale and Approving the Form and Manner of Notice Thereof; and (II) An Order (A) Approving the Sale, (B) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Certain Related Relief (Docket No. 102).

Section 1.17 “e-Vision Smart Optics” shall have the meaning set forth in the preamble.

Section 1.18 “e-Vision Smart Optics Sub-License” means that certain Sub-License Agreement between the Estate, as successor to PixelOptics, and e-Vision Smart Optics, Inc., dated as of February 23, 2012.

Section 1.19 “e-Vision Smart Optics Sub-License Cure Amount” shall have the meaning set forth in Section 2.1.

Section 1.20 “Effective Date” means January 1, 2014.

Section 1.21 “Estate” shall have the meaning set forth in the recitals.

Section 1.22 “Governmental Authority” shall mean any governmental or quasi-governmental department, commission, board, bureau, agency, court or other instrumentality of the United States or any political subdivision thereof.

Section 1.23 “Horizon” shall have the meaning set forth in the recitals.

Section 1.24 “HPO Assets” shall have the meaning set forth in the preamble.

Section 1.25 “Licensor Patents” shall have the meaning set forth in the 2014 Amended and Restated License Agreement.

Section 1.26 “Original e-Vision License” means that certain Amended and Restated License Agreement between the Estate, as successor to PixelOptics, and e-Vision, LLC, dated as of April 12, 2008, as amended by (i) Amendment No. 1 to Amended and Restated License Agreement, dated August 4, 2010, (ii) Amendment No. 2 to Amended and Restated License Agreement, dated March 3, 2011, and (iii) Amendment No. 3 to Amended and Restated License Agreement, dated July 19, 2012.

Section 1.27 “Party” or “Parties” shall have the meaning set forth in the preamble.

Section 1.28 "Petition Date" shall mean November 4, 2013.

Section 1.29 "PixelOptics" shall have the meaning set forth in the preamble.

Section 1.30 "Related Agreements" means (i) that certain Development Agreement effective December 19, 2011, (ii) the e-Vision Smart Optics Sub-License, and (iii) that certain IP Assignment and License Agreement effective as of April 17, 2012 each by and between PixelOptics and e-Vision LLC;

Section 1.31 "TBD Patents" shall have the meaning set forth in Section 2.1(h).

Section 1.32 "Trustee" shall have the meaning set forth in the preamble.

ARTICLE 2

SETTLEMENT

Section 2.1. Cure Amounts. The Parties agree that upon the terms and subject to the conditions set forth in this Agreement:

(a) On the Closing Date and in connection with assumption and assignment of the e-Vision Smart Optics Sub-License to HPO Assets, HPO Assets shall pay to e-Vision Smart Optics \$17,951.58 in respect of monetary obligations incurred to e-Vision Smart Optics through December 31, 2013 under the terms of the e-Vision Smart Optics Sub-License (the "e-Vision Smart Optics Sub-License Cure Amount").

(b) On the Closing Date and in connection with assumption and assignment of the Original e-Vision License to HPO Assets, HPO Assets shall pay to e-Vision LLC \$50,000.00, in respect of obligations incurred to e-Vision LLC through December 31, 2013 under the terms of the Original e-Vision License (the "e-Vision License Cure Amount", and with the e-Vision Smart Optics Sub-License Cure Amount, collectively, the "Cure Amounts").

(c) Each of e-Vision LLC and e-Vision Smart Optics agree that neither Horizon nor HPO Assets shall owe any other amounts to e-Vision LLC or e-Vision Smart Optics on account of monetary obligations incurred to e-Vision LLC or e-Vision Smart Optics prior to December 31, 2013 under the terms of the Original e-Vision License (as amended restated by the 2014 Amended and Restated License Agreement) or the e-Vision Smart Optics Sub-License.

(d) On the Closing Date, HPO Assets shall pay monetary obligations incurred for periods after December 31, 2013 through February 28, 2014: (i) to e-Vision LLC as required under the 2014 Amended and Restated License Agreement in the amount of \$1,106.58, and (ii) to e-Vision Smart Optics as required under the e-Vision Smart Optics Sub-License in the amount of \$5,900.24, and (iii) the amounts due to e-Vision Smart Optics under the 2014 Amended and Restated License Agreement in the amount of \$30,339.42 (such amounts under (i), (ii) and (iii) collectively, the "Due Amounts"). For the avoidance of doubt, payment of the Due Amounts includes payment of the amount due on January 31, 2014 to e-Vision Smart Optics pursuant to Section 4.3 of the e-Vision Smart Optics Sub-License.

(e) e-Vision LLC and HPO Assets shall each be responsible for one half of all reasonable third party costs and expenses related to the transfer of any e-Vision Patents (as defined in the 2014 Amended and Restated License Agreement) and any Contested Patents from HPO Assets to e-Vision.

(f) Subject to Section 2.1(c), it is agreed that, from and after the Effective Date, maintenance fees for all Licensor Patents shall be at HPO Assets' sole expense. For clarity this shall include all past due annuities and late filing fees, all maintenance fees, annuities and issue/grant fees and translation costs, whether currently identified or unknown, but shall be without duplication for any amounts paid pursuant to Section 2.1(a)-(d) in respect of such amounts.

(g) HPO Assets shall be responsible for any fees, costs, expenses, maintenance fees, annuities and any other similar expense incurred or accrued on behalf of the Trustee or HPO Assets after the Petition Date, including but not limited to the fees and expenses of Sterne Kessler and its agents and CPA Global Limited.

(h) e-Vision LLC and HPO Assets agree (i) that there is a dispute regarding the ownership of the patents listed on Schedule 2.1(h), (the "TBD Patents"), and (ii) to work together in good faith to resolve such dispute in a manner that maximizes value for both parties, provided, that the TBD Patents shall be transferred by the Trustee to HPO Assets on the Closing Date. e-Vision LLC and HPO Assets further agree that if such dispute has not been resolved by September 1, 2014, HPO Assets shall amend the TBD Patents to remove any priority claim of the TBD Patents to a patent that is, as of the Closing Date, owned by e-Vision LLC or e-Vision Smart Optics.

Section 2.2. Withdrawal of Default Notices. As of the Closing Date:

(a) e-Vision LLC and e-Vision Smart Optics shall be deemed to have withdrawn any default notices and termination notices delivered to PixelOptics prior to the Petition Date with respect to the Original e-Vision License or the e-Vision Smart Optics Sub-License;

(b) e-Vision agrees that, upon payment of the e-Vision Cure Amount, the Original e-Vision License (as amended restated by the 2014 Amended and Restated License Agreement) is in full force and effect and PixelOptics and HPO Assets is not in default thereunder; and

(c) e-Vision Smart Optics agrees that, upon payment of the e-Vision Smart Optics Sub-License Cure Amount the e-Vision Smart Optics Sub-License is in full force and effect and HPO Assets is not in default thereunder.

Section 2.3. Releases. As of the Closing Date:

(a) The Trustee hereby releases (i) e-Vision LLC (and its members, officers, managers, directors, employees, affiliates, agents, successors and assigns), (ii) e-Vision Smart Optics (and its shareholders, officers, managers, directors, employees, affiliates, agents, successors and assigns, and (iii) Joel Zychick, personally, from any liability related to breach of

the Original e-Vision License or the e-Vision Smart Optics Sub-License and violation of the automatic stay, *provided, however*, that the Trustee does not release any individual that is a present or former officer, director, or employee of PixelOptics in their capacity as such; and

(b) Horizon and HPO Assets hereby release (i) e-Vision LLC (and its members, officers, managers, directors, employees, affiliates, agents, successors and assigns), (ii) e-Vision Smart Optics (and its shareholders, officers, managers, directors, employees, affiliates, agents, successors and assigns), and (iii) Joel Zychick, personally, from any liability related to breach of the Original e-Vision License or the e-Vision Smart Optics Sub-License and violation of the automatic stay, provided, that Horizon and HPO Assets does not release any individual that is a present or former officer, director, or employee of PixelOptics in their capacity as such. E-Vision LLC and e-Vision Smart Optics hereby acknowledge and agree that they hold no, and hereby waive any, administrative or other claim in the Bankruptcy Case.

Section 2.4. E-Vision Objection. Each of e-Vision LLC and e-Vision Smart Optics withdraws the e-Vision Objection and waives any right to object to (i) the sale of assets of the Estate to HBO assets and, (ii) the assumption and assignment of the Original e-Vision License and e-Vision Smart Optics Sub-License by the Trustee to HPO Assets, conditioned solely upon payment of the Cure Amounts and amendment and restatement of the Original e-Vision License in the form of the 2014 Amended and Restated License Agreement.

Section 2.5. License Amendment. On the Closing Date:

(a) the Original e-Vision License shall be deemed assumed by the Trustee and assigned to HPO Assets; and

(b) the Original e-Vision License shall be amended and restated effective as of the Effective Date as provided in the 2014 Amended and Restated License Agreement.

Section 2.6. The Closing. The closing of the 2014 Amended and Restated License Agreement and the consummation of the other transactions contemplated hereby (the "Closing") shall be conditioned upon entry of the Approval Order and shall take place at the offices of Ropes & Gray LLP, 800 Boylston Street, Boston, MA 02199 on the third business day following entry of the Approval Order, or at such other time, date or place as the Parties may mutually agree upon in writing (the "Closing Date"). For purposes of this Agreement, the Closing will be treated as if it occurred at 12:01 a.m. on the Closing Date.

Section 2.7. Deliveries by HPO Assets. At the Closing, HPO Assets shall deliver the following:

(a) a duly executed copy of the 2014 Amended and Restated License Agreement; and

(b) the Cure Amounts and the Due Amounts to e-Vision LLC and e-Vision Smart Optics.

Section 2.8. Deliveries by e-Vision. At the Closing, e-Vision shall deliver, or cause to be delivered, to HPO Assets, the following:

(a) A duly executed copy of the 2014 Amended and Restated License Agreement; and

(b) such other instruments and documents, in form and substance reasonably requested by the Trustee or HPO Assets, as necessary to effect the Closing.

Section 2.9. Deliveries by the Trustee. At the Closing, the Trustee shall deliver, or caused to be delivered, the following:

(a) Duly signed Assignments in the form of Exhibit C for the TBD Patents and those patents and patent applications listed in Schedule 2.9(a) (the "Contested Patents").

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE TRUSTEE

The Trustee hereby represents and warrants to e-Vision and HPO Assets as of the date of this Agreement that:

Section 3.1. Authority Relative to this Agreement. Subject to entry of the Approval Order, the Trustee has all authority necessary to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

Section 3.2. Disclaimer. Except for the representations and warranties set forth in Section 3.1 of this Agreement, which representations and warranties are expressly incorporated herein by reference, the Trustee makes no, and hereby disclaims any, representation of warranty to e-Vision or HPO Assets with respect to the transactions contemplated hereby.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF E-VISION

e-Vision LLC and e-Vision Smart Optics hereby represent and warrant as of the date of this Agreement to the Trustee and HPO Assets that:

Section 4.1. Organization and Good Standing. e-Vision LLC is validly existing and in good standing under the laws of the State of New York. E-Vision Smart Optics is validly existing and in good standing under the laws of the State of Delaware.

Section 4.2. Authority Relative to this Agreement.

(a) e-Vision LLC has all limited liability company power and authority necessary to execute and deliver this Agreement and the 2014 Amended and Restated License Agreement and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the 2014 Amended and Restated License Agreement and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized, executed and delivered by e-Vision LLC, and constitute valid and binding agreements of e-Vision LLC, enforceable against e-Vision LLC in accordance with their terms,

except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally or general principles of equity.

(b) e-Vision Smart Optics has all corporate power and authority necessary to execute and deliver this Agreement and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized, executed and delivered by e-Vision Smart Optics and constitutes the valid and binding agreement of e-Vision Smart Optics, enforceable against e-Vision Smart Optics in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally or general principles of equity.

Section 4.3. No Violation.

(a) Neither the execution and delivery of this Agreement by e-Vision LLC, nor the consummation of the transactions contemplated herein will (with or without notice or lapse of time) conflict with or result in any breach of any provision of e-Vision's limited liability company agreement.

(b) Neither the execution and delivery of this Agreement by e-Vision Smart Optics, nor the consummation of the transactions contemplated herein will (with or without notice or lapse of time) conflict with or result in any breach of any provision of e-Vision Smart Optics's operating agreement.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF HPO ASSETS

Section 5.1. Organization and Good Standing. HPO Assets is validly existing and in good standing under the laws of the State of Delaware.

Section 5.2. Authority Relative to this Agreement. HPO Assets has all limited liability company power and authority necessary to execute and deliver this Agreement and the 2014 Amended and Restated License Agreement and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the 2014 Amended and Restated License Agreement and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized, executed and delivered by HPO Assets, and constitute valid and binding agreements of HPO Assets, enforceable against HPO Assets in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally or general principles of equity.

Section 5.3. No Violation. Neither the execution and delivery of this Agreement by HPO Assets, nor the consummation of the transactions contemplated herein will (with or without notice or lapse of time) conflict with or result in any breach of any provision of HPO Assets's limited liability company agreement.

ARTICLE 6

ADDITIONAL AGREEMENTS

Section 6.1. Expenses. All expenses, including the fees of any attorneys, accountants, investment bankers or others engaged by a Party, incurred in connection with this Agreement and the transactions contemplated hereby, shall be paid by the Party incurring such expenses whether or not the transactions contemplated by this Agreement are consummated.

Section 6.2. Further Assurances. Subject to the terms and conditions herein provided, each of the Parties hereto agrees (i) to use commercially reasonable efforts to do, or cause to be done, all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement and to cooperate with each other in connection with the foregoing, including with respect to any filings with Governmental Authorities that may be necessary, proper or advisable with respect to the transactions, (ii) to use commercially reasonable efforts to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the transactions contemplated hereby, and (iii) to use commercially reasonable efforts to effect all necessary registrations and filings and submissions of information required or requested by Governmental Authorities with respect to the transactions contemplated hereby.

Section 6.3. Sale Cooperation. e-Vision LLC and e-Vision Smart Optics acknowledge that HPO Assets intends to sell and assign the 2014 Amended and Restated License Agreement and the e-Vision Smart Optics Sub-License to a purchaser. e-Vision LLC and e-Vision Smart Optics each consent and agree (i) not to interfere with any such future sale and assignment, and (ii) to cooperate with such sale process, including but not limited to providing prospective purchasers with access to persons knowledgeable concerning the patents and patent applications subject to the 2014 Amended and Restated License Agreement or the e-Vision Smart Optics Sub-License for purposes of completing due diligence. HPO Assets agrees to reimburse e-Vision LLC's and e-Vision Smart Optics's reasonable out-of-pocket expenses in connection with such cooperation.

ARTICLE 7

REMEDIES

Section 7.1. No Consequential Damages. No party hereto shall be liable for special, incidental or consequential damages for breach of this Agreement, including without limitation lost profits arising from or relating to any breach of this Agreement.

ARTICLE 8

GENERAL PROVISIONS

Section 8.1. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by reputable overnight courier or certified mail (return receipt requested) or sent by telecopier

(confirmed thereafter by such certified mail) to the Parties at the following addresses or at such other addresses as shall be specified by the Parties by like notice:

(a) if to e-Vision:

8437 Tuttle Avenue, Suite 319
Sarasota, FL 34243
Telephone (516) 680-2715
Facsimile: (631) 919-1585
Email address: JZ@evisionoptics.com

with copies to:

Dorsey & Whitney LLP
Attn: Adrian M. Rich
305 Lytton Avenue
Palo Alto, CA 94301
Telephone: (650) 843-2733
Facsimile: (650) 644-0165
Email address: rich.adrian@dorsey.com

(b) if to the Trustee:

Cooch and Taylor P.A.
1000 West Street
10th Floor
Wilmington, DE 19801
Telephone: (302) 984-3800
Facsimile: (302) 984-3939
email address: jburtch@coochtaylor.com
Attention: Jeffrey L. Burtch, Esquire

with copies to:

Cozen O'Connor
1201 N. Market Street
Suite 1001
Wilmington, DE 19801
Telephone: (302) 295-2000
Facsimile: (302) 295-2013
Email address: mfelger@cozen.com
Attention: Mark E. Felger, Esquire

(c) if to HPO Assets

Horizon Technology Finance Corporation
312 Farmington Avenue

Farmington, CT 06032
Phone: (860) 676-8654
Facsimile: (860) 676-8655
Attention: Dan Devorsetz

with copies to:

Ropes & Gray LLP
800 Boylston Street
Boston, MA 02199
Phone: (617) 951-7000
Facsimile: (617) 235-0398
Email address: james.wilton@ropesgray.com
Attention: James M. Wilton

Notice so given shall (i) in the case of notice so given by personal delivery, be deemed to be given and received on the date of such personal delivery, (ii) in the case of notice so given by certified mail, be deemed to be given and received on the third (3rd) calendar day after mailing, (iii) in the case of notice so given by a reputable overnight courier, be deemed to be given and received on the next Business Day, and (iv) in the case of notice so given by telecopier, be deemed to be given and received on the date of actual transmission.

Section 8.2. Survival of Representations and Warranties. The respective representations and warranties of the Parties hereto shall survive until the expiration of all applicable statutes of limitation.

Section 8.3. Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto.

Section 8.4. Waiver. Any term, provision or condition of this Agreement may be waived in writing (or the time for performance of any of the obligations or other acts of the Parties hereto may be extended) by the Party that is entitled to the benefits thereof. Failure by a Party on one or more occasions to avail itself of a right conferred by this Agreement shall in no event be construed as a waiver of such Party's right to enforce said right or any other right in the future.

Section 8.5. Assignment.

(a) This Agreement may be assigned freely by HPO Assets.

(b) None of e-Vision LLC, e-Vision Smart Optics, or the Trustee may assign their rights or obligations under this Agreement without the prior written consent of HPO Assets in its sole discretion; provided, however, that either party may, without the written consent of the any other party to this Agreement, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction.

Section 8.6. Entire Agreement. This Agreement, the 2014 Amended and Restated License Agreement (including the documents and instruments referred to herein and therein), the e-Vision Smart Optics Sub-License and the Related Agreements collectively constitute the entire agreement and supersede all other prior agreements and undertakings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof.

Section 8.7. Governing Law; Jurisdiction. This Agreement (including the documents and instruments referred to herein) shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of Delaware. The Parties agree that any claim arising under or related to this Agreement or any transaction in connection herewith shall be brought in the United States Bankruptcy Court for the District of Delaware, and may not be brought in any other forum. The Parties hereby submit to the jurisdiction of such court and agree that venue before such court is proper.

Section 8.8. Counterparts. This Agreement may be executed (including via facsimile) in one or more counterparts which together shall constitute a single agreement.

Section 8.9. Validity. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under any applicable law, then such contravention or invalidity shall not invalidate the entire Agreement. Such provision shall be deemed to be modified to the extent necessary to render it legal, valid and enforceable, and if no such modification shall render it legal, valid and enforceable, then this Agreement shall be construed as if not containing the provision held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly.

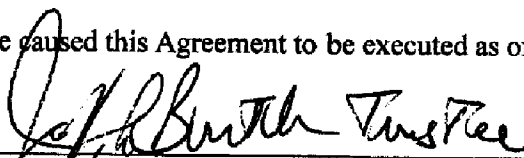
Section 8.10. Headings; Interpretive Provisions.

(a) The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

(b) When reference is made in this Agreement to an Article, Section, Schedule or Exhibit, such reference shall be to an Article, Section, Schedule or Exhibit of this Agreement, unless otherwise indicated. Whenever the words "included," "includes" or "including" (or any other tense or variation of the word "include") are used in this Agreement, they shall be deemed to be followed by the words "without limitation," unless otherwise indicated. As used in this Agreement, the auxiliary verbs "will" and "shall" are mandatory, and the auxiliary verb "may" is permissive (and, by extension, is prohibitive when used negatively, as a denial of permission). The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

By: 
Jeffrey L. Burch,
as chapter 7 trustee of PixelOptics, Inc.

HPO ASSETS LLC

By: _____
Name:
Title:

HORIZON TECHNOLOGY FINANCE CORPORATION

By: _____
Name:
Title:

E-VISION, LLC

By: _____
Name:
Title:

E-VISION SMART OPTICS, INC.

By: _____
Name:
Title:

[Signature Page to Settlement Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

By: _____
Jeffrey L. Burtch,
as chapter 7 trustee of PixelOptics, Inc.

HPO ASSETS LLC

By: Horizon Technology Finance Corporation, its sole member

By: *Robert D. Pomeroy, Jr.*
Name: *Robert D. Pomeroy, Jr.*
Title: *Chief Executive Officer*

HORIZON TECHNOLOGY FINANCE CORPORATION

By: *Robert D. Pomeroy, Jr.*
Name: *Robert D. Pomeroy, Jr.*
Title: *Chief Executive Officer*

E-VISION, LLC

By: _____
Name:
Title:

E-VISION SMART OPTICS, INC.

By: _____
Name:
Title:

[Signature Page to Settlement Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

By: _____
Jeffrey L. Burtch,
as chapter 7 trustee of PixelOptics, Inc.

HPO ASSETS LLC

By: _____
Name:
Title:

HORIZON TECHNOLOGY FINANCE CORPORATION

By: _____
Name:
Title:

E-VISION, LLC

By: _____
Name: *Joel Zychick*
Title: *PRESIDENT*

E-VISION SMART OPTICS, INC.

By: _____
Name: *Joel Zychick*
Title: *PRESIDENT*

[Signature Page to Settlement Agreement]

EXHIBIT A

42753426_5

AMENDED AND RESTATED LICENSE AGREEMENT

THIS AMENDED AND RESTATED LICENSE AGREEMENT (the "**Agreement**") is entered into effective as of January 1, 2014 (the "**Restatement Effective Date**") by and between **e-Vision, LLC**, a New York limited liability company, with its principal place of business at 5241 Valley Park Drive, Roanoke, VA 24019 ("**E-Vision**") and **HPO Assets LLC**, a Delaware limited liability company, with its principal place of business c/o Horizon Technology Finance Corporation 312 Farmington Avenue, Farmington, CT 06032 ("**HPO**").

WHEREAS, E-Vision and PixelOptics, Inc., a Delaware corporation ("**PixelOptics**") entered into that certain License Agreement dated as of September 29, 2005 (as amended, pursuant to the amendments to such license agreement executed between the parties as of December 29, 2005 and May 8, 2006) ("**Original License**");

WHEREAS, E-Vision and PixelOptics entered into that certain Amended and Restated License Agreement dated as of April 12, 2008 (the "**Agreement Effective Date**"), as amended by Amendment No. 1 to License Agreement dated as of August 4, 2010, as amended by Amendment No. 2 to the License Agreement dated as of March 3, 2011 (the "**Amendment No. 2 Effective Date**"), and as amended by Amendment No. 3 to the License Agreement dated as of July 19, 2012 (the "**Original Amended Agreement**");

WHEREAS, HPO has acquired substantially all of the assets of PixelOptics pursuant to an Asset Purchase Agreement dated as of December 13, 2013, between Horizon Technology Finance Corporation and Jeffrey L. Burch as chapter 7 trustee for the chapter 7 bankruptcy estate of PixelOptics and has been assigned the Original Amended Agreement;

WHEREAS, E-Vision and HPO both own or control certain intellectual property rights and technologies related to, among other things, electro-active focusing lenses and associated eyewear;

WHEREAS, HPO and E-Vision wish to obtain from one another, and each is willing to grant, certain licenses to such intellectual property rights and technologies under the specified terms and conditions set forth herein; and

WHEREAS, E-Vision and HPO now wish to further amend the Original License and the Original Amended Agreement to replace such agreements with an amended and restated agreement that incorporates such new amendments and all previous amendments to each, all as set forth below;

NOW THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, agree as follows:

1. **DEFINITIONS.** The following terms as used in this Agreement, shall have the meanings set forth below:

1.1 "**Affiliate**" means, with respect to any party, any Person that Controls, is Controlled by, or is under common Control with such party. As used herein, "**Control**" (and its derivatives) means the possession, directly or indirectly, of the power to direct or cause the

direction of the management and policies of such entity, whether through ownership of voting securities or other interest, by contract or otherwise.

1.2 “**Electro Active Material**” means any material, whereupon application of an electrical potential, electrical current, or electrical energy exhibits a change in one or more refractive properties of said material.

1.3 “**E-Vision Patents**” means the Patents set forth in **Exhibit A** attached hereto and any and all other Patents owned or controlled by E-Vision following the Restatement Effective Date and during the Term, but “E-Vision Patents” excludes (a) the Patents owned or controlled by E-Vision that are set forth on **Exhibit C**, (b) any Patents excluded from this Agreement under Section 5.1.2.3, (c) any Patents abandoned by E-Vision pursuant to Section 5.1.3 and (d) any Patents licensed under that certain Sub-License Agreement between e-Vision Smart Optics, Inc. and PixelOptics, Inc., effective February 23, 2012 (the “**Sub-License Agreement**”).

1.4 “**E-Vision Product**” means any products where the manufacture, use, sale, offer for sale or import of such product incorporates Other HPO Technology (as defined in Section 2.3.2) or would, but for this Agreement, infringe a Valid Claim of any HPO Patent (as defined in Section 2.3.2).

1.5 “**E-Vision Technology**” means the Technology which is owned or controlled by E-Vision as of the Agreement Effective Date or during the Term that is necessary or useful for, or contributes in whole or in part to, the practice of the E-Vision Patents or exploitation of any other Technology delivered to HPO under this Agreement.

1.6 “**Field**” means (A) an ophthalmic lens (including but not limited to a spectacle lens, intra-ocular lens, intra-ocular optic, intra-corneal lens, corneal inlay, corneal onlay, sunglasses, sports goggles, and surgical loupes) or (B) electronic eyewear, which eyewear is intended for use with lenses that contain Electro-Active Material that contributes to the focus of light on the retina of one’s eye, inclusive of any electronic frames or other related eyewear components housing various electronics to which an ophthalmic lens is connected and, as a further limitation to each of subpart (A) and (B) of this Section 1.6, Field means only an ophthalmic lens and/or electronic eyewear that are worn, used on, in or about the eye and/or worn on one’s face or head. For the avoidance of doubt, night vision goggles, electronic phoropter, wavefront analyzers and auto refractors are specifically excluded from the Field. Notwithstanding the foregoing, contact lenses are excluded from the Field.

1.7 “**First Commercial Sale**” means the first Transfer following the Agreement Effective Date of a Licensed Product to a third party for monetary consideration; *provided, however*, that sales in a regional test market will not constitute a First Commercial Sale. For purposes of this Section 1.7, a “regional test market” means a test market that is limited to a regional or regions of the country in which the total of the region’s or regions’ population comprises no more than thirty-three percent (33%) of the country’s population.

1.8 “**Improvement**” means with respect to Technology: (a) for copyrightable or copyrighted Technology (including any mask works), a work which is based upon one or more pre-existing works, such as a revision, modification, translations, abridgment, condensation,

expansion, collection, compilation, or any other form in which such pre-existing works may be recast, transformed, or adapted; (b) for patentable or patented Technology, any adaptation, addition, improvement, or combination based on a pre-existing work; and (c) for Technology subject to trade secret material, including new material which may be protectable by copyright, patent, or other proprietary rights. For purposes of clarification, an item of Technology will be deemed to be an Improvement of another item of Technology only if it is actually derived from such other item of Technology and not merely because it may have the same or similar functionality or use as such other item of Technology.

1.9 **“Intellectual Property Rights”** means the United States and foreign rights associated with the following: (a) Patents and Patent applications (**“Patent Rights”**); (b) copyrights, copyright registrations and applications therefor (**“Copyrights”**); (c) trade-secret rights and all other trade secret or similar proprietary rights in confidential business or technical information (**“Trade Secret Rights”**); and (d) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world. For purposes of this Agreement, Intellectual Property Rights excludes any United States and foreign rights associated with Trademarks.

1.10 **“Licensed Product”** means any products in the Field where the manufacture, use, sale, offer for sale or import of such product incorporates the E-Vision Technology or would, but for this Agreement, infringe a Valid Claim of the E-Vision Patents.

1.11 **“Net Sales”** means the gross amount billed by HPO and/or by any Sublicensee (for the purpose of this Agreement, each a **“Seller”**) for the Transfer for monetary consideration of Licensed Products to third party customers, less the sum of the following deductions to the extent included in the gross invoice price: (a) discounts related to Licensed Products, including cash discounts or rebates, actually allowed or granted from the billed amount; (b) trade, quantity and cash discounts related to Licensed Products; (c) reasonable and customary broker's or agent's commissions actually paid to third parties, but excluding costs and expenses of any internal or external sales force; (d) payments, chargebacks, credits, rebates, fees or reimbursements or other similar payments related to Licensed Products granted or given wholesalers and other distributors, buying groups, healthcare insurance carriers, governmental agencies and other institutions; (e) credits or allowances for rejections, recalls, or returns of previously sold Licensed Products or in connection with billing error or price adjustments or other adjustments; (f) freight, insurance and transportation charges related to the Licensed Products and actually paid to third parties; (g) taxes, tariffs, or duties or other government charges levied on the sale, transportation or delivery of Licensed Products; (h) payments or rebates related to Licensed Products paid in connection with state or federal Medicare, Medicaid, or similar programs; and (i) amounts received in connection with demonstration, prototype or other non-commercial samples of Licensed Products. If a sale or other Transfer with respect to Licensed Products is not at arm's length, then the Net Sales from such sale or other Transfer shall be the arm's length fair market value of the Licensed Product, which will mean HPO's, its Affiliate's or Sublicensee's, as applicable, average sales price of such Licensed Product for the calendar quarter in the country in which such sale or other Transfer took place.

1.12 **“Patents”** mean any and all (i) pending or issued United States, foreign, or international patent or patent application; (ii) continuations, continuations-in-part, substitutions or divisional applications thereof; (iii) patents issuing on any of the foregoing; (iv) renewal, reissues,

re-examinations or extensions of any such patents or patent applications; and (v) foreign counterparts or equivalents of any of the foregoing.

1.13 “**Person**” shall be broadly interpreted to include, without limitation, an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

1.14 “**Sublicense Fees**” means amounts actually received by HPO or by any Affiliate of HPO under HPO’s authority from any Sublicensees in consideration for the grant of a sublicense to develop, manufacture, use and/or sell Licensed Products, excluding (a) amounts in consideration for the sale of all or substantially all of the business or assets of HPO; (b) amounts received for securities (equity or debt); (c) amounts received as payment or reimbursement for research and development; (d) amounts received in connection with demonstration, prototype or other non-commercial samples of Licensed Products or which otherwise constitute reimbursement of costs for the supply of Licensed Products or other tangible materials by HPO to a Sublicensee; (e) any governmental charges, including, but not limited to, withholding other taxes (but not income taxes) paid or payable by HPO on amounts received in consideration for a sublicense hereunder and (f) amounts received which constitute royalties. In the event that HPO receives non-cash consideration (other than stock) from Sublicensees in lieu of cash, then such consideration shall be included in the definition of Sublicense Fees (unless one of the foregoing exclusions apply), at the fair market value of such non-cash consideration; provided, however that, in the event that there are any restrictions on the transfer to E-Vision of stock of a Sublicensee received in consideration for the grant of an applicable sublicense, then the fair market value of such stock shall constitute Sublicense Fees, unless E-Vision elects to delay delivery of the portion of such stock payable to E-Vision pursuant to Section 3.2 until such time as the transfer restrictions no longer prohibit such transfer.

1.15 “**Sublicensee**” means any third party, including an Affiliate or HPO, to whom HPO (or any third party, including an Affiliate of HPO, under HPO’s authority) grants a sublicense to develop, manufacture, use and/or sell Licensed Products under the license to the E-Vision Patents and E-Vision Technology granted by E-Vision under Sections 2.2.1 and 2.2.2 below. Notwithstanding the foregoing, Sublicensee shall exclude distributors, wholesalers and resellers of Licensed Products, provided that such distributor, wholesaler or reseller is not an Affiliate of the HPO.

1.16 “**Technology**” means any and all technology, technical information, Confidential Information, know-how, inventions, processes, procedures, compositions, chemicals, compounds, devices, methods, formulae, protocols, techniques, designs, drawing and other data.

1.17 “**Transfer**” shall mean to sell or have sold, to lease or have leased or otherwise to transfer or have transferred, for monetary or other valuable consideration, a Licensed Product.

1.18 “**Valid Claim**” shall mean (a) a claim in an issued Patent which has not been held unenforceable, unpatentable or invalid by the decision of a court or other governmental agency of competent jurisdiction, from which no appeal can be taken or has been taken and from which time

has expired to take an appeal, and (b) a claim in a Patent application that has not been on file longer than five (5) years from the earliest priority date and has not been issued a Patent.

2. **DELIVERY; GRANTS OF RIGHTS.**

2.1 **Delivery.** Prior to the Agreement Effective Date hereof, E-Vision has delivered to HPO the E-Vision Technology existing as of the Agreement Effective Date, in E-Vision's possession and control, in a format and location reasonably requested by HPO. In addition to the foregoing, E-Vision shall during the term, promptly upon HPO's request, but in no event more than fifteen (15) days thereafter, deliver or make available to HPO any other E-Vision Technology which is owned or controlled by E-Vision as of the Agreement Effective Date or during the Term that is necessary or useful for, or contributes in whole or in part to, the practice of the E-Vision Patents or exploitation of any other E-Vision Technology delivered to HPO hereunder.

2.2 **Licenses to HPO.**

2.2.1 **[Intentionally Omitted].**

2.2.2 **E-Vision Patents and E-Vision Technology.** E-Vision hereby grants to HPO an exclusive, worldwide, royalty-bearing, irrevocable, right and license, including the right to grant and authorize sublicenses, in the Field:

2.2.2.1 under the E-Vision Patents to make, have made, use, sell, offer for sale and import products, components, and services that involve, use, incorporate or otherwise relate to the Field and to practice any process, method, or procedure in connection therewith; and

2.2.2.2 under the E-Vision Technology to (i) modify and create Improvements to or of the E-Vision Technology; (ii) use, copy, display, and perform the E-Vision Technology and Improvements thereto; and (iii) distribute, directly or indirectly, including way of sublicense, the E-Vision Technology and Improvements thereto in each case in connection with products, components and services that involve, use, incorporate or otherwise relate to the Field or the practice of any process, method, or procedure in connection with such products, components or services.

2.3 **Licenses to E-Vision.**

2.3.1 **License to HPO Improvements.** HPO hereby grants to E-Vision a worldwide, royalty-free, fully paid-up license, including the right to grant and authorize sublicenses, under any Improvements to the E-Vision Technology made by HPO ("**HPO Improvements**"), to make, have made, use, offer for sale, sell and import products, components and services that involve, use, incorporate or otherwise relate to uses outside the Field, and to practice any process, method, or procedure in connection therewith, in each case (i) on a non-exclusive basis for HPO Improvements filed in HPO's name and having a filing date prior to January 1, 2008; and (ii) on an exclusive basis for HPO Improvements filed in HPO's name and having a filing date on or after January 1, 2008.

2.3.2 **License to Other HPO Technology.** For the Patents set forth in **Exhibit B** attached hereto and any and all other Patents owned or controlled by HPO that issue from patent

applications filed after the Restatement Effective Date and during the Term ("**HPO Patents**") and for Technology, other than HPO Improvements (as defined in Section 2.3.1), owned or controlled by HPO during the Term (collectively, "**Other HPO Technology**"), HPO hereby grants to E-Vision a non-exclusive, worldwide royalty-bearing license, including the right to grant and authorize sublicenses outside of the Field:

2.3.2.1 under the HPO Patents to make, have made, use, sell, offer for sale and import products, components and services that involve, use, incorporate or otherwise relate to uses outside the Field and to practice any process, method, or procedure in connection therewith; and

2.3.2.2 under the Technology within the Other HPO Technology to (i) modify and create Improvements to or of the Other HPO Technology; (ii) use, copy, display, and perform the Other HPO Technology and Improvements thereto; and (iii) distribute, directly or indirectly, including by way of sublicense, the Other HPO Technology and Improvements thereto in each case in connection with products, components or services that involve, use, incorporate or otherwise relate to uses outside the Field or the practice of any process, method, or procedure in connection with such products, components or services;

provided, however, in each of the foregoing cases that with respect to any Other HPO Technology acquired from third parties, HPO is entitled to sublicense such intellectual property to E-Vision, and *provided further* that E-Vision complies with the terms of HPO's agreement with each such third party and shall be required to pay each such third party any royalties or other payments resulting from E-Vision's use of any such Other HPO Technology as may be required under the terms of such agreement. If the parties identify one or more Patents that were owned by PixelOptics before the Restatement Effective Date and PixelOptics did not otherwise assign, exclusively license, abandon, or otherwise dispose or divest its interests in such Patent(s) on or before the Restatement Effective Date, the parties will use reasonable efforts to add any such Patent(s) to Exhibit B and treat such a Patent(s) as an HPO Patent hereunder.

2.4 **Reservation of Rights.** Subject to the rights and licenses granted in this Section 2, each party retains and shall own all of its rights, title and interest in and to their respective Technology and Intellectual Property Rights. All rights not expressly granted hereunder are expressly reserved by each party.

2.5 **Patent Markings.** HPO covenants and agrees to mark each of the Licensed Products, packages containing a Licensed Product, or the package inserts for the Licensed Products that are sold during the HPO Royalty Term with the word "Patent" or "Patents" and the number or numbers of at least one (1) of the E-Vision Patents applicable thereto in accordance with Title 35, United States Code and any applicable corresponding foreign statute.

3. **ROYALTIES & PAYMENT.**

In consideration of the licenses and rights granted by E-Vision to HPO, HPO will pay E-Vision the amounts determined as set forth in Sections 3.1 through 3.6 below, and in consideration of the licenses and rights granted by HPO to E-Vision, E-Vision will pay HPO the amounts determined as set forth in Sections 3.7 through 3.12 below.

3.1 **Royalties.**

3.1.1 **[Intentionally omitted].**

3.1.2 **Payment.** Subject to the terms and conditions hereof, HPO shall pay E-Vision during the HPO Royalty Term (as defined below in Section 3.6), royalties on Net Sales of Licensed Products in each country in which the manufacture, use, sale, offer for sale or import of a Licensed Product would infringe a Valid Claim of the E-Vision Patents as set out below:

3.1.2.1 With respect to Net Sales of such Licensed Products by HPO, three percent (3%) on Net Sales of such Licensed Products;

3.1.2.2 With respect to Net Sales of such Licensed Products by any Sublicensee:

(a) for Licensed Products other than IOL Licensed Products (as defined below) three percent (3%) of Net Sales of such Licensed Products by Sublicensees occurring on or following the Restatement Effective Date and two percent (2%) of Net Sales of such Licensed Products by Sublicensees occurring before the Restatement Effective Date; and

(b) for IOL Licensed Products, fifty percent (50%) of the royalties received by HPO from each of its Sublicensees for Net Sales of such IOL Licensed Products occurring on or following the Restatement Effective date and twenty-five percent (25%) of the royalties received by HPO from each of its Sublicensees for Net Sales of such IOL Licensed Products occurring before the Restatement Effective date. For purposes of this Agreement, an "**IOL Licensed Product**" means a Licensed Product comprising an intra-ocular lens, intra-ocular optic, corneal inlay, corneal onlay or intra-corneal lens.

In addition, notwithstanding any contrary term in this Agreement, the parties acknowledge and agree that any amounts received by HPO in respect of lost profits, lost sales, royalties or treble damages resulting from enforcement of the E-Vision Patents, after deduction of HPO's actual out-of-pocket costs and expenses of enforcement, shall be subject to the Royalty Rate.

3.2 **Sublicense Fees.** HPO shall pay E-Vision, during the HPO Royalty Term, three percent (3%) on Sublicense Fees received by HPO or by an Affiliate of HPO under HPO's authority.

3.3 **Multiple Royalties.**

3.3.1 In no event shall more than one royalty to E-Vision be due hereunder with respect to any unit of Licensed Product (e.g., even if such Licensed Product is covered by multiple Valid Claims). For clarity, if a Licensed Product consists of both eyewear and lenses in the Field where each item by itself is a "Licensed Product", royalties shall be payable only once based on the Net Sale of both the eyewear and the associated electronics. No royalty shall be payable under Section 3.1.2 with respect to any Licensed Products Transferred for use in research and/or development, in compassionate use programs, as donations to non-profits institutions or government agencies, as promotional samples or the like.

3.3.2 If HPO or its Sublicensee is required to pay a non-affiliated third party amounts with respect to a Licensed Product under agreements to license or acquire Patents or other Technology which Patents or other Technology are necessary to practice, use or otherwise exploit, for the purposes of the licenses granted in Section 2.2 above, any of the E-Vision Technology and/or any invention claimed or described in the E-Vision Patents, HPO may deduct from royalties due to E-Vision pursuant to Section 3.1.2 with respect to such Licensed Product such amount owing to such non-affiliated third parties (prior to any deductions), provided that in no event shall such deductions exceed a total of fifty percent (50%) of the royalty payment otherwise owned by HPO to E-Vision with respect to the relevant Licensed Product.

3.4 **Combination Products.** In the event that a Licensed Product is sold in combination with another product, component or service for which no royalty would be due to E-Vision hereunder if sold separately, Net Sales from such combination sales for purposes of calculating the amounts due under this Section 3 shall be as reasonably allocated by HPO between such Licensed Product and such other product, component or service.

3.5 **Intercompany Transfers.** HPO shall have no obligation to pay E-Vision royalties on Transfers of Licensed Products between HPO, its Affiliates and Sublicensees solely for subsequent Transfer to a third party; provided that royalties shall be paid to E-Vision for resale of such Licensed Products to the unrelated third parties based on the Net Sale to such third party.

3.6 **HPO Royalty Term.** Royalty payments to E-Vision on Net Sales pursuant to Section 3.1.2 will commence upon the later of the First Commercial Sale of a Licensed Product and will end on a country-by-country basis upon the date one year following the expiration, revocation or invalidation of the last Valid Claim under the E-Vision Patents in such country that would be infringed by the manufacture, use, sale, offer for sale or import of a Licensed Product (the "HPO Royalty Term").

3.7 **Royalties to HPO.** Subject to the terms and conditions hereof, E-Vision shall pay HPO during the E-Vision Royalty Term (as defined below in Section 3.12), royalties on Net Sales of E-Vision Products in each country in which the manufacture, use, sale, offer for sale or import of a Licensed Product would infringe a Valid Claim of any HPO Patent as set out below:

3.7.1 With respect to Net Sales of such E-Vision Products by E-Vision, three percent (3%) of Net Sales of such E-Vision Products; and

3.7.2 With respect to Net Sales of such E-Vision Products by any Sublicensee, two percent (2%) of Net Sales of such E-Vision Products by Sublicensees. For clarity, there shall be no royalty paid by E-Vision for contact lenses.

3.8 **Usage of Certain Terms with Respect to E-Vision Products.** For purposes of determining payments due from E-Vision to HPO under Sections 3.7 through 3.12, the terms "Net Sales," "Sublicensee," "Transfer" and other terms which may be used in reference to E-Vision Products which are defined in this Agreement with respect to Licensed Products and/or references to HPO and HPO's Sublicensees, shall have the same meaning determined in reference to E-Vision Products, E-Vision and/or E-Vision's Sublicensees, as applicable, rather than with respect to Licensed Products, HPO and HPO's Sublicensees, as though such terms were fully set

forth herein mutatis mutandi. For purposes of illustration and not limitation, "Net Sales" with respect to E-Vision Products shall be determined in same manner as is set forth in Section 1.19 with respect to Licensed Products, but shall be based on gross amounts billed for E-Vision Products, where E-Vision or any Sublicensee of E-Vision is the "Seller," less applicable deductions corresponding to those set forth in Section 1.19 as such deductions may apply to such E-Vision Products.

3.9 **Multiple Royalties to HPO.**

3.9.1 In no event shall more than one royalty to HPO be due hereunder with respect to any unit of E-Vision Product (e.g., even if such E-Vision Product is covered by multiple Valid Claims). For clarity, if a E-Vision Product comprises multiple assemblies or subassemblies, each of which by itself would be a "E-Vision Product", royalties shall be payable only once based on the Net Sale of the fully assembled product. No royalty shall be payable under Section 3.7 with respect to any E-Vision Products Transferred for use in research and/or development, in compassionate use programs, as donations to non-profits institutions or government agencies, as promotional free samples or the like.

3.9.2 If E-Vision or its Sublicensee is required to pay a non-affiliated third party amounts with respect to a E-Vision Product under agreements to license or acquire Patents or other Technology which is necessary to practice, use or otherwise exploit for the purposes of the licenses granted in Section 2.3.2 above, any of the Other HPO Technology and/or any invention claimed or described in the HPO Patents, in each case that relate to uses outside the Field, E-Vision may deduct from royalties due to HPO pursuant to Section 3.7 with respect to such E-Vision Product such amount owing to such non-affiliated third parties (prior to any reductions), provided that in no event shall such deductions exceed a total of fifty percent (50%) of the royalty payment otherwise owed by E-Vision to E-Vision with respect to the relevant E-Vision Product.

3.10 **Combination Products.** In the event that a E-Vision Product is sold in combination with another product, component or service for which no royalty would be due to HPO hereunder if sold separately, Net Sales from such combination sales for purposes of calculating the amounts due to HPO under this Section 3 shall be as reasonably allocated by E-Vision between such E-Vision Product and such other product, component or service.

3.11 **Intercompany Transfers.** E-Vision shall have no obligation to pay HPO royalties on Transfers of E-Vision Products between E-Vision, its Affiliates and Sublicensees solely for subsequent Transfer to a third party; provided that royalties shall be paid to HPO for resale of such E-Vision Products to the unrelated third parties based on the Net Sale to such third party.

3.12 **E-Vision Royalty Term.** Royalty payments to HPO on Net Sales pursuant to Section 3.7 will commence upon the later of the First Commercial Sale of a E-Vision Product and will end on a country-by-country basis upon the expiration, revocation or invalidation of the last Valid Claim under the HPO Patents in such country that would be infringed by the manufacture, use, sale, offer for sale or import of a E-Vision Product (the "**E-Vision Royalty Term**").

4. **REPORTING AND PAYMENT; REGULATORY COMPLIANCE.**

4.1 **Reporting.** Within forty-five (45) days after the close of each calendar quarter during the Term of this Agreement in which royalty payments are due on Net Sales or Sublicense Fees are due, pursuant to Section 3.12 or 3.2 above, as applicable, HPO shall report to E-Vision all royalties and Sublicense Fees that have accrued during such calendar quarter. Such quarterly reports shall indicate for the applicable period the total Net Sales received by HPO and its Sublicensees, the amount of the total royalties owed and the amount of any Sublicense Fees received by HPO. HPO shall remit such royalties and, if applicable, portion of any Sublicense Fee on the date such report is delivered to E-Vision. In the event no royalties and Sublicense Fees have accrued for the quarter, HPO shall not be obligated to provide such a report.

4.2 **Records and Audit.** HPO shall keep, and HPO shall cause its Affiliates and Sublicensees to keep, complete and accurate records in sufficient detail to enable the amounts payable under Section 3 to be determined. Such records will be maintained for a four (4) year period following the year in which such payments were made. Upon E-Vision's written request, but not more frequently than once per year, HPO shall permit an independent third party auditor (other than on a contingency fee basis), at E-Vision's expense, to examine such records during HPO's regular business hours for the purpose of and to the extent necessary to verify any report required under this Agreement received not more than three (3) years prior to the date of E-Vision's request. In the event that the amounts due to E-Vision are determined to have been underpaid, HPO shall pay to the E-Vision any amount due and unpaid, together with interest on such amount at the prime rate in effect at Bank of America NT&SA, San Francisco, California, or at the maximum rate permitted by law, whichever is lower.

4.3 **Payments.** All amounts payable hereunder by HPO shall be payable in United States dollars. If any currency conversion shall be required in connection with the payment of royalties hereunder, such conversion shall be made by using the exchange rates used by HPO in calculating HPO's own revenues for financial reporting purposes.

4.4 **Regulatory.** HPO, itself or through its Affiliates and/or Sublicensees, shall be responsible, at its sole expense, for compliance with all federal and state regulatory requirements relating to the development of a Licensed Product including, without limitation, all applicable requirements of the Federal Food, Drug, and Cosmetic Act (the "Act") and all regulations promulgated under the Act. HPO, itself or through its Affiliates and/or Sublicensees, shall be responsible for preparing, filing, prosecuting, and maintaining all filings, studies, applications and other matters required to obtain any Food and Drug Administration approval necessary for commercial use or sale of any Licensed Product by HPO, its Affiliates and/or Sublicensees.

5. **PATENT PROSECUTION & ENFORCEMENT.**

5.1 **Patent Prosecution.**

5.1.1 **[Intentionally omitted].**

5.1.2 **E-Vision Patents.**

5.1.2.1 **Prosecution.** From and after the Restatement Effective Date, E-Vision shall have the exclusive right to file and prosecute the applications in the E-Vision Patents. E-Vision agrees to coordinate and cooperate with HPO in preparing, filing, prosecuting, and maintaining any such E-Vision Patents by, among other things, (i) providing HPO with copies of any written patent office communications within ten (10) days of receipt thereof, (ii) giving not less than thirty (30) days (or, if shorter, half the number of days that remain to provide a response to the patent office without incurring additional expense) for HPO to respond to any proposed changes to any patent applications or the prosecution thereof or any proposed responses to granting or reviewing authorities, and (ii) taking into account any commercially reasonable suggestions or requests of HPO with respect to any of the foregoing. HPO agrees to execute any documents as may be reasonably necessary or desirable for such purpose.

5.1.2.2 **Prosecution Costs.**

(a) The costs and expense of prosecution (but not the costs and expenses of maintenance, which are addressed in Section 5.1.2.3) incurred by E-Vision following the Restatement Effective Date with respect to E-Vision Patents owned as of January 31, 2014, by E-Vision Smart Optics, Inc., as shown in Exhibit A (Part 2), shall be borne by HPO, provided such costs and expense are not to exceed \$25,000 per month (calculated on a 12-month rolling average) or \$300,000 in any trailing twelve (12) month period, with any excess of such cost and expense to be borne solely by E-Vision.

(b) The costs and expense of prosecution and the costs and expenses of maintenance for the patents that are subject to the Sub-License Agreement shall remain as provided in the Sub-License Agreement.

(c) The costs and expense of prosecution (but not the costs and expenses of maintenance, which are addressed in Section 5.1.2.3) incurred by E-Vision with respect to all other E-Vision Patents shall be borne by E-Vision.

5.1.2.3 **Maintenance.** HPO is responsible for timely paying all maintenance fees in connection with any Patents that are part of or become part of the E-Vision Patents. Such fees include, without limitation, all annuities and late filing fees and all maintenance fees, annuities and issue or grant fees and translation costs. The parties shall agree on a service to monitor and track any such costs and fees, and provide for those payments that are HPO's responsibility to be invoiced directly to and paid directly by HPO to applicable authority or such third party for direct payment to any such authority. Notwithstanding the foregoing, HPO shall have the on-going right, in its discretion, to exclude any one or more E-Vision Patents from this Agreement, from the thirtieth (30) day from HPO's providing any written notice of its exercise of that right, and thereafter HPO will no longer be responsible for paying any of the foregoing fees or costs in connection with any such E-Vision Patent.

5.1.3 **Patent Abandonment.** If E-Vision intends to abandon any E-Vision Patent or application in respect thereof, it shall provide at least 30 days' notice to HPO and HPO may elect to take over such patent or patent application and E-Vision shall assign all rights in any such patent or patent application to HPO. Any such Licensed Patent or application assigned to HPO shall not be subject to, and notwithstanding any other provision of this or any other

agreement E-Vision shall not have, any license or other grants of rights in any such patent or patent application.

5.2 **Enforcement of Intellectual Property Rights.**

5.2.1 **Notification.** HPO and E-Vision will promptly notify the other in writing (and provide any evidence in its possession) of any suspected infringement by a third party of any of the Intellectual Property Rights licensed hereunder (a "**Third-Party Infringement**").

5.3 **Enforcement of E-Vision Patents.**

5.3.1 **By HPO.** HPO shall have the first, exclusive right to enforce and file and/or pursue any suit or action for any Third-Party Infringement of the E-Vision Patents in the Field. HPO shall have the right to name E-Vision as a party to any such suit or action for standing purposes. If HPO decides to enforce any E-Vision Patent it will notify E-Vision in writing. If E-Vision does not notify HPO within fifteen (15) days of its receipt of HPO's notice that it desires to jointly enforce the E-Vision Patent with HPO, then E-Vision shall, and hereby does, assign HPO all rights, causes of action, and damages resulting from the Third-Party Infringement. Subject to the final paragraph of Section 3.1.2.2, any amounts recovered in any suit or action in which E-Vision does not jointly enforce, whether by judgment or settlement, shall be paid to or retained entirely by HPO. E-Vision shall fully cooperate with HPO in any action HPO brings alone, including executing all papers, causing its employees to testify when requested, making available relevant records, papers, information, samples, specimens, and the like, and performing such other acts as may be reasonably requested by HPO. HPO shall bear the reasonable expenses incurred by E-Vision in providing such assistance and cooperation as requested by HPO pursuant to this Section. E-Vision may, at its expense, be represented by counsel of its choice in any such action.

5.3.2 **By E-Vision.** Subject to Section 5.3.1 above, in the event (i) a Third-Party Infringement is outside the Field or (ii) HPO fails to take action promptly with respect to any Third-Party Infringement of the E-Vision Patents in the Field, and in any event if HPO fails to take action with respect to such Third Party Infringement in the Field within one hundred and twenty (120) days of a request by E-Vision to do so, then, upon E-Vision's prior written notice, E-Vision shall have the right, but is under no obligation, to bring any appropriate suit or action. HPO shall fully cooperate with E-Vision, including executing all papers, causing its employees to testify when requested, making available relevant records, papers, information, samples, specimens, and the like, and performing such other acts as may be reasonably requested by E-Vision. E-Vision shall bear the reasonable expenses incurred by HPO in providing assistance and cooperation as requested by HPO pursuant to this Section. HPO may, at its expense, be represented by counsel of its choice. Any amount recovered in such suit or action, whether by judgment or settlement, after deducting E-Vision's reasonable expenses (including attorney's fees) and any payment to HPO of any reasonable expenses incurred by E-Vision in providing assistance and cooperation, shall be paid to or retained entirely by E-Vision.

5.3.3 **By E-Vision and HPO jointly.** If E-Vision and HPO so agree or if E-Vision exercises the right to do so in Section 5.3.1, they may pursue Third-Party Infringement jointly. If so, unless they agree otherwise, they shall (i) prosecute any action in both their names;

(ii) bear costs and expenses equally; (iii) share any amount recovered, whether by judgment or settlement, jointly; and (iv) agree in good faith on how they will exercise control over any action.

5.3.4 **Abandonment.** If either E-Vision or HPO commences a suit and then desires to abandon it, it shall give timely notice to the other. The other may assume and continue the prosecution of the action provide the parties have agreed to an allocation of costs, expenses and any recovery.

5.4 **Ownership of Patents and other Technology.** The parties acknowledge and agree that, as between the parties, the ownership of inventions made by either party (and any Patent rights therein), as well as the ownership of other Technology or intellectual property made, developed or generated by either party (and rights in and to such other Technology or intellectual property), shall (i) with respect to inventions and Patent rights therein, be determined in accordance with the laws of inventorship under applicable law, and (ii) with respect to Technology and intellectual property (other than inventions and Patent rights therein), be determined in accordance with the default rules of ownership that would apply under applicable law, except in each case solely to the extent there is a written agreement signed by E-Vision and HPO that contains an explicit statement that expressly provides for different ownership as between the parties. E-Vision and HPO acknowledge and confirm that this provision is intended to apply, and shall be construed to apply, with respect to inventions, Patents and other Technology and intellectual property that either or both parties may have made, developed or generated, prior to the Second Amendment Effective Date.

6. **TERM AND TERMINATION.**

6.1 **Term.** This Agreement will become effective on the Agreement Effective Date and will remain in effect until the last to expire of any of the E-Vision Patents or the HPO Patents unless earlier terminated in accordance with this Section 6 ("**Term**").

6.2 **Termination for Convenience.** HPO shall have the right to terminate this Agreement on an E-Vision Patent-by-E-Vision Patent basis or in its entirety for convenience upon thirty (30) days' prior written notice to E-Vision.

6.3 **Termination for Cause.** In the event of a material breach of this Agreement, the non-breaching party shall be entitled to terminate this Agreement by written notice to the breaching party, if such breach is not cured within ninety (90) days after written notice is given by the non-breaching party to the breaching party specifying the breach. However, if the party alleged to be in breach of this Agreement disputes such breach within such ninety (90) day period, the non-breaching party shall not have the right to terminate this Agreement unless it has been determined by a court of competent jurisdiction that this Agreement was materially breached, and the breaching party fails to comply with its obligations hereunder within ninety (90) days after such determination.

6.4 **Effect of Termination.** In the event of any early termination (other than by HPO under Section 6.3 above) of this Agreement, then each party shall return to the other party within thirty (30) days of said termination date (or, if applicable, within thirty (30) days of the expiration of the Sell-Off Period) all of the other party's Confidential Information (as defined below) in its

possession. As of said termination date, HPO shall cease to manufacture, use, sell and distribute the Licenses Products or otherwise use any and all Licenses Technology; except as provided in this Section 6.4. Provided that termination of this Agreement is not by E-Vision under Section 6.3 above, HPO shall have the right to continue selling (but not manufacturing) the Licensed Products post-termination solely until its existing inventory of Licensed products is exhausted, but in no event later than one (1) year after such termination date ("**Sell-Off Period**"). With respect to all post-termination sales Licenses products by HPO in accordance with the immediately preceding sentence, HPO shall continue to pay the royalties set forth in Section 3 and shall also be bound by all of the other terms and conditions of this Agreement. No termination by any party, nor the expiration of this Agreement, shall relieve either party of any obligation or liability accrued hereunder prior to its termination or affect any rights granted to a Sublicensee provided that HPO continues to remit payments to and reports to E-Vision with respect thereto in accordance with the terms of this Agreement. For clarity, any sublicenses granted by HPO prior to the date of the any notice of termination issued pursuant to Section 6.2 or Section 6.3 above shall survive if the relevant Sublicensee agrees in writing: (a) to be bound by the terms of this Agreement as such terms apply to such Sublicensee (in which event, such Sublicensee will be deemed a direct HPO of E-Vision); and (b) to pay to E-Vision any amounts that would be payable to HPO in consideration for rights under the Licensed Patents and Licensed Technology pursuant to the terms of the applicable sublicense, if this Agreement had not been terminated, in accordance with the payment provisions of such sublicense.

6.5 **Survival.** Sections: (i) 1, 3, 4, 7.1, 8, 9, and 10 shall survive termination or expiration of this Agreement for any reason; (ii) 2, 5, 6.1 and 7.1 shall survive termination of this Agreement by HPO under Section 6.3 above; (iii) 2, 5, 6.1 and 7.2 shall survive termination of this Agreement by HPO under 6.2 above and/or by E-Vision under Section 6.3 above and (iii) 2.2.2 and 2.3.2 upon the expiration of the term of this Agreement.

7. **BANKRUPTCY AND RIGHT OF FIRST REFUSAL.**

7.1 **Bankruptcy of E-Vision.** All rights and licenses granted to HPO pursuant to this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of Title 11 of the United States Code (the "**Bankruptcy Code**"), licenses to rights of "intellectual property" as defined thereunder. Notwithstanding any provision contained herein to the contrary, if E-Vision is under any proceeding under the Bankruptcy Code and the trustee in bankruptcy of E-Vision, or E-Vision as a debtor in possession, rightfully elects to reject this Agreement, HPO may, pursuant to Sections 365(n)(1) and (2) of the Bankruptcy Code, retain any and all of HPO's rights hereunder, to the maximum extent permitted by law, subject to HPO making the payments specified herein.

7.2 **Bankruptcy of HPO.** The terms of Section 7.1 shall apply *mutatis mutandis* to the licenses granted by HPO to E-Vision pursuant to Section 2.3 above.

7.3 **Right of First Refusal.** E-Vision shall not, commencing upon and during the Term of this Agreement permit any third party to acquire any E-Vision Patents (whether by way of merger, acquisition or otherwise) that it owns without offering HPO a right of first refusal, as follows. In the event E-Vision discusses or receives an offer to acquire any of the E-Vision Patents from a third party, E-Vision shall provide the terms of such offer in reasonable detail to HPO for its

review. In addition, if E-Vision enters into a "no-shop" arrangement or agreement in connection with such bona fide offer, such "no-shop" arrangement or agreement shall contain an exception permitting E-Vision to provide HPO with the terms of such offer. HPO may either (1) refuse the offer, in which case E-Vision shall be free to enter into an arrangement on substantially the same terms and conditions with such third party, or (2) HPO may elect to enter into an arrangement with E-Vision upon substantially the same terms and conditions, in which case the parties agree to negotiate in good faith a definitive agreement therefor. In the event HPO fails to respond to E-Vision's notice of such an offer within thirty (30) business days of receipt thereof, the offer shall be deemed refused and E-Vision shall be free to negotiate with such third party, provided that if the offer originally made is revised by E-Vision and such third party to include terms which are materially different than the terms originally notified to HPO under this Section 7.3, such revised offer shall be deemed an "new" offer subject to the terms of this Section 7.3.

8. LIMITATION OF LIABILITY.

8.1 EXCEPT FOR (A) E-VISION'S BREACH OF ITS OBLIGATIONS UNDER SECTION 5 (PATENT PROSECUTION AND ENFORCEMENT) AND SECTION 7.3 (RIGHT OF FIRST REFUSAL) OR (B) EITHER PARTY'S BREACH OF THE REPRESENTATIONS AND WARRANTIES UNDER SECTION 10.1, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 EXCEPT FOR (A) E-VISION'S BREACH OF ITS OBLIGATIONS UNDER SECTION 5 (PATENT PROSECUTION AND ENFORCEMENT) AND SECTION 7.3 (RIGHT OF FIRST REFUSAL); (B) EITHER PARTY'S BREACH OF THE REPRESENTATIONS AND WARRANTIES UNDER SECTION 10.1 OR (C) AMOUNTS FOR WHICH EITHER PARTY MAY BE LIABLE UNDER SECTION 10.2 OR 8.4 (INDEMNIFICATION) THE TOTAL LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY HPO TO E-VISION HEREUNDER.

8.3 NOTWITHSTANDING THIS SECTION 8, NOTHING IN THIS AGREEMENT SHALL EXCLUDE LIABILITY TO THE EXTENT THAT SUCH LIABILITY MAY NOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

8.4 HPO SHALL HAVE NO LIABILITY FOR CONTACT LENS PRODUCTS DEVELOPED AND/OR COMMERCIALIZED BY OR FOR E-VISION AND E-VISION SHALL INDEMNIFY, DEFEND, AND KEEP HPO AND ITS AFFILIATES HARMLESS FROM ANY LIABILITY, CLAIM, DAMAGES, EXPENSES AND LOSSES REGARDING SUCH PRODUCTS, INCLUDING ANY PRODUCT LIABILITY AND INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

9. **CONFIDENTIALITY.**

9.1 **Confidential Information.** "Confidential Information" shall mean any trade secrets, confidential data or other confidential information that is disclosed by one party ("**Disclosing Party**") to the other party ("**Receiving Party**").

9.2 **Exclusions.** Notwithstanding the foregoing, Confidential Information shall not include any information which the Receiving party can establish (i) was publicly known and made available in the public domain prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known and made available after disclosure to the Receiving Party through no action or inaction of the Receiving Party; (iii) is in the possession of the Receiving Party, without confidentiality restrictions, at the time of disclosure by the Disclosing party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (iv) disclosed to the Receiving Party without restriction by a third party who had a right to disclose and was not under an obligation of confidence to the Disclosing Party; or (v) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party.

9.3 **Non-Use and Non-Disclosure.** Each party agrees to use the Confidential Information of the other party solely for the purposes of exercising its rights or performing its obligations under this Agreement. Each party further agrees not to disclose any Confidential Information of the other party to any third parties, except to (a) those employees or consultants of such party or (b) any third parties (including existing and potential Sublicensees), in each case, who need to know such Confidential Information for the purpose of such party's exercise of its rights or performance of its obligations under this Agreement; provided that each such employee, consultant or third party is bound, prior to receiving any Confidential Information, by confidentiality obligations at least as protective as those in this Agreement.

9.4 **Maintenance of Confidentiality.** Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that such party takes to protect its own most highly confidential information, but in no event less than reasonable measures. Each party shall reproduce the other party's proprietary rights notices on all copies, in the same manner in which such notices were set forth in or on the original. Each party shall immediately notify the other party in the event of any unauthorized use or disclosure of the Confidential Information.

9.5 **Non-Disclosure of Terms.** Each party agrees not to disclose to any third party the terms of this Agreement (including all Exhibits) without the prior written consent of the other party, except to such party's attorneys, advisors, investors, potential investors and others on a need to know basis under circumstances that reasonably ensure the confidentiality thereof, or in connection with financing activities or securities filings.

9.6 **Permitted Disclosures.** Nothing in this Agreement shall be deemed to prohibit the Receiving Party from disclosing any Confidential Information that is (i) required by law or (ii) pursuant to the written consent of the Disclosing Party; *provided, however*, that in the event of such requirement, prior to disclosing any Confidential Information, the Receiving Party will notify

the Disclosing Party of the scope and source of such legal requirement and shall give the Disclosing Party the opportunity to challenge the need to disclose and/or limit the scope of disclosed information

10. **REPRESENTATION AND WARRANTIES & INDEMNIFICATION.**

10.1 **Representations and Warranties.**

10.1.1 **General.** Each party hereby represents and warrants that it has the full right and authority to enter into this Agreement and that the consummation of the transactions contemplated hereunder do not violate or breach the terms of any other agreement with any third party.

10.1.2 **E-Vision Representation and Warranties.** E-Vision hereby represents and warrants that: (i) it is the sole and exclusive owner of the E-Vision Technology and the E-Vision Patents set forth in Part 1 of **Exhibit A**, in each case in the Field, and that E-Vision has the right to grant the rights and licenses thereto to HPO as set forth herein; (ii) it has not received (1) any offers from third parties to license any third party Technology or Intellectual Property Rights for use of the E-Vision Technology by E-Vision or its other customers and (2) any written notice from any third party that the E-Vision Technology or method of making or manufacturing the E-Vision Technology infringes or misappropriates the rights of any third party and (iii) it is not aware of any facts or circumstances for the basis of any third party making any offer or delivering any infringement notice under (ii) above.

10.1.3 **HPO Representation and Warranties.** HPO hereby represents and warrants that to its knowledge it owns the HPO Patents set forth on Exhibit B and has the right to grant the rights and licenses thereto to E-Vision as set forth herein.

10.2 **Indemnification.**

10.2.1 **Scope.** Each party shall defend, or at its sole option settle, any claims, demands, actions and other proceeding brought or initiated by any third party (each a "**Claim**") against the other party to the extent it is based on a breach of any representation or warranty of such party under Section 10.1 above. In connection with the foregoing, each party shall indemnify the other against liabilities, damages and expenses (including attorney's fees), which are awarded against the other party based on a Claim.

10.2.2 **Procedure.** A party (the "**Indemnitee**") that intends to claim indemnification under this Section 10 shall promptly notify the other party (the "**Indemnitor**") of any Claim for which the Indemnitee intends to claim such indemnification. The Indemnitor shall have the right to assume and control the defense and/or settlement thereof with counsel selected by the Indemnitor. The failure to deliver notice to the Indemnitor within a reasonable time after notice of any such claim or demand, or the commencement of any such action or other proceeding, if prejudicial to its ability to defend such claim, demand, action or other proceeding, shall relieve such Indemnitor of any liability to the Indemnitee under this Section 10 with respect thereto. The indemnity obligations under this Section 10 shall not apply to amounts paid in settlement of any claim, demand, action or other proceeding if such settlement is effected without the prior express written consent of the Indemnitor, which consent shall not be unreasonably withheld or delayed.

The Indemnitor may not settle or otherwise consent to an adverse judgment in any such claim, demand, action or other proceeding, that diminishes the rights or interests of the Indemnitee without the prior express written consent of the Indemnitee, which consent shall not be unreasonably withheld or delayed. The Indemnitee, its employees and agents, shall at the Indemnitor's expense, reasonably cooperate with the Indemnitor and its legal representatives in the investigation of any claims, demand, action or other proceeding covered by this Section 10.

11. **GENERAL PROVISIONS.**

11.1 **Notices.** All notices called for under this Agreement shall be made in writing and shall be sent by personal delivery, reputable overnight courier service or by registered or certified mail, return receipt requested, addressed to the other party at the address set forth on the first page of this Agreement, or such other address for a party as may be specified by like notice. The date of such notice shall be deemed to be the day it is delivered, if hand delivered, or five (5) days after deposit, if mailed.

11.2 **Assignment.** This Agreement, or any of the rights and obligations, shall not be assigned or transferred in whole or in part by either party, other than to an Affiliate, without the prior written consent of the other party, which consent shall not be unreasonably withheld; *provided however*, that HPO may assign or transfer the rights and obligations of this Agreement without the prior written consent of E-Vision but upon written notice to E-Vision in connection with a Sale of the Company (as defined below) of HPO. In no event shall E-Vision interfere with a Sale of the Company of HPO including, without limitation, requiring any material modification to the terms hereof or otherwise requiring HPO or any third party to pay any consideration in connection with such Sale of the Company, except for such consideration as may be required hereunder; provided further that nothing hereunder shall require E-Vision, if applicable, to provide or withhold its consent as a stockholder of HPO. Any attempted assignment in violation of the foregoing shall be null and void and of no effect. This Agreement shall be binding and inure to the benefit of the respective parties and their successors and permitted assigns, and the name of the party appearing herein will be deemed to include the names of such party's successors and permitted assigns to the extent necessary to carry out the intent of this Agreement. For the purpose hereof, "**Sale of the Company**" means (a) the acquisition of HPO by another entity by means of any transaction (including, without limitation, any reorganization, merger or consolidation), (b) a sale of all or substantially all of the material assets of HPO (including, without limitation the rights and obligations under this Agreement and/or intellectual property rights which, in the aggregate, constitute substantially all of the HPO's material assets) or (c) a sale of all or substantially all of the material assets of a material line or division of the business of HPO.

11.3 **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without reference to its principles of conflicts of law.

11.4 **Severability.** If any term of this Agreement is held to be invalid or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect, and the parties shall substitute a valid provision with the same intent and economic effect.

11.5 **Non-Waiver.** The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way, or act as a waiver of, the right to require the other party to perform in accordance with this Agreement at any other time, nor shall the waiver of either party of a breach of a provision of this Agreement be held or taken to be a waiver of the provision itself.

11.6 **Relationship of Parties.** Nothing in this Agreement shall be construed to create a relationship of employer and employee, principal and agent, joint venture, partnership or association between the parties, and neither party shall have the power to obligate or bind the other in any manner whatsoever.

11.7 **Interpretation.** This Agreement is to be deemed to have been drafted jointly by the parties and any uncertainty or ambiguity shall not be construed for or against either party based on attribution of drafting to either party.

11.8 **Headings.** The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such paragraph, or in any way affect such agreements.

11.9 **Counterparts.** This Agreement may be executed simultaneously in counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Faxed signatures shall have the same legal effect as original signatures.

11.10 **Entire Agreement.** This agreement amends and restates the Original License and the Original Amended License. The parties acknowledge and agree that the Original License and the Original Amended License are hereby terminated and that, notwithstanding anything in those agreements to the contrary (including Sections 6.4 and 6.5 of the Original License), any rights and/or obligations of either party under the Original License prior to the termination thereof shall be deemed to be rights and/or obligations of such party under this Agreement. This Agreement, together with the Sub-License Agreement, that certain Development Agreement effective December 19, 2011 and that certain IP Assignment Agreement effective April 17, 2012, contains the parties' entire understanding with respect to the matters contained herein and supersedes all prior oral or written understandings with respect to the subject matter hereof. There are no promises, covenants or undertakings other than those set forth in this Agreement and the Existing Agreements, and neither party is relying upon any representations or warranties except as set forth therein. This Agreement (i) may not be modified except by a writing signed by both parties and (ii) contains the parties' entire understanding with respect to the matters contained herein and supersedes all prior oral or written understandings with respect to the subject matter hereof. Except as modified hereunder, the Agreement and all provisions and terms contained therein shall remain in full force and effect.

11.11 **Perpetual License.** Notwithstanding anything to the contrary contained herein, for greater clarity, (unless otherwise terminated in accordance with Section 6 or as otherwise expressly provided in Section 6), all of the licenses granted hereunder shall be perpetual and irrevocable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amended and Restated License Agreement.

HPO ASSETS LLC

E-VISION, LLC

By: _____ By: _____

Name:

Name: Joel Zychick

Title:

Title: President & Chief Executive Officer

Exhibit A**E-Vision Patents**

1. Owned by E-Vision

E-Vision Patent/Application Number	
8843-US	US 6,619,799
8843-US3	US 6,491,391
8843-US6	US 6,918,670
8843-US12	US 7,234,809
8843-US13	US 7,475,985
8843-US14	US 7,775,660
8843-US16	US 8,029,134
8843-US17	US 7,731,358
8843-US18	US 8,047,651
8843-US19	US 8,333,470
8843-US20	US 2013/0250191 A1
8843-AR3	AR030528B1
8843-AR4	AR40116
8843-AR5	AR40115
8843-AU	AU777787
8843-AU1	AU2005200284
8843-BR	BRPI0012137-1
8843-BR3	BRPI 0017507-2 B1
8843-CA	CA2377935

8843-CA3	CA2652069
8843-CN	CN812434.5
8843-EP	EP1206720
8843-EP4	EP10165188.3
8843-EP5	EP229313681
8843-EP6	EP10182513.1
8843-IN	IN/PCT/2001/01182/DEL
8843-IN3	IN 245/DELNP/2009
8843-JP3	JP5015179
8843-JP4	JP 2010-229409
8843-JP5	JP 2010-229410
8843-JP6	JP 2011-129209
8843-KR	KR 10-0690109
8843-MX	MX 239159
8843-SG	SG 85943
8843-TW	TW 594095
8843-TW1	TW NI 143692
8843-TW3	TW NI 192361
63049.001025	US 7,524,059
63049.001024	US 7,997,733
63049.001023	US 7,744,214
9353-US	US 7,604,349
9353-US1	US 7,988,286

9353-US2	US 8,641,191
9353-AU	AU2007258383
9353-CA	CA2,655,349
9353-CN	CN200780030060.6
9353-EP	EP7795996.3
9353-HK	HK1137056
9353-IL	IL195879
9353-JP	JP2009-515447
9353-MX	MX277686
9353-KR	KR1020097000557
9353-TH	TH701002910
9353-TW	TW96121255
8855-US	US 6,871,951
8855-US3	US 7,475,984
8855-AR	AR32251
8855-AU	AU2002330292
8855-BR	BR0206542-8
8855-CA2	CA2650681
8855-CN1	CN2824150.9
8855-HK	HK5108260.1
8855-HK1	HK4106694.2
8855-IN	IN225126
8855-SG	SG98629

8855-SG1	SG103621
8855-TW	TW NI 172597
8855-TW1	TW NI 232327
8858-US1	US 6,857,741
8858-US5	US 7,396,126
8858-US6	US 7,517,083
8858-AU1	AU2003231046
8858-MX	MX262911
8858-MX1	MX 250542
8858-SG	SG107190
8858-TW	TW NI 269091
8865-US	US 7,019,890
8865-TW	TW I363193
8868-US	US 7,195,353
8868-US1	US 7,374,283
8868-US3	US 7,588,332
8868-EP	EP 4781086.6
8875-US	US 7,404,636
8896-US	US 7,290,875
8896-US1	US 7,425,066
8896-AU	AU2005302202
8896-BR	BRPI0518058-9
8896-EP	EP5821247.3

8896-EP1	EP11183993.2
8896-HK1	HK12106734.4
8896-JP	JP 5064229
8896-KR	KR10-1244647
8896-MX	MX272706
8858-US	US 7,023,594
8843-US1	US 6,517,203
8843-AR1	AR30673
8843-US7	US 7,188,948
8843-AR6	AR40117
8843-AR9	AR40118
8843-TW2	TW NI 192172
8858-US3	US 6,986,579
8858-US7	US 7,393,101
8858-AU3	AU2003274916
8858-CN3	CN3819801
8858-IN3	IN 241514
8858-BR3	BRPI0313643-4
8858-CA4	CA2,781,634
8858-TW3	TW NI 317628
8877-US	US 7,290,876
8864-US	US 7,264,354
8864-US2	US 7,533,993

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8864-AU	AU2004211216
8864-CA	CA2513526
8864-CN	CN100476511
8864-EP	EP1590701B1
8864-IN	IN233616
8864-JP	JP4575359
8864-KR	KR10-1100077
8864-PC	WO2004072687
8864-SG	SG114863
8864-TW	TW1329507
8864-TW1	TWI355920
1149-265*	US 2012/0188512 A1
1149-266*	not yet assigned
1149-267*	EP 10817600.9
1149-269*	not yet assigned
1149-268*	not yet assigned
1149-263	TW101107895
1149-126	8868- US2

* E-Vision intends to abandon these Patents.

2. Owned by E-Vision Smart Optics, Inc.

E-Vision Smart Optics Patent/Application Number	
71069-US1	US 8,154,804
1149-253	US 8,579,435 B2

1149-245	US 2011/0292266 A1
1149-249	EP 10732034.3
1149-246	AU2010204795
1149-247	CA2,749,197
1149-248	CN201080004563.8
1149-250	JP2011-546311
1149-251	KR10-2011-7016637
1149-252	MX2011007487 (A)
1149-056	WO 2013/126080
1149-290	TW101115984
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104711-0134	BRP10912479-9
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104711-0130	EPO 09747690.7
104711 - 0136	HK11109484.1
104711-124	IN8201/DELNP/2010
104711-0129	KR10-2010-7025762
104711-0128	RU2010151633
104711-0199	US 2008/0208335 A1
104711-0102	AR064985A1
104711-0109	AU2008207990

104711-0110	BRPI0806820-8
104711-0111	CA2675772 A1
104711-0112	CN200880009445.9
104711-0121	CN102411220 A
104711-0113	EP2106566 A4
104711-0120	HK1134144
104711-0123	IL199884
104711-0118	IN4873/DELNP/2009
104711-0114	JP5436226
104711-0108	KR10-2009-7015395
104711-0115	MX287900
104711-0122	SG177973 (A1)
104711-0116	TH801000329
104711-0117	TW200848001 (A)
8858-US2	US 6,851,805 B2
8858-US4	US 7,018,040 B2
8858-EP4	EP1947501B
8858-AT4	AT555409
8858-BE4	BE1947501B
8858-DK4	DK1947501B
8858-DE4	DE60340776.5
8858-FI4	FI1947501B
8858-FR4	FR1947501B

8858-GB4	GB1947501B
8858-IE4	IE1947501B
8858-IT4	IT1947501B
8858-SE4	SE1947501B
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104711-0141	P10517249-7
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8895-AU1	AU2012245172
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8895-CN2	CN103083113 A
8895-SG2	SG200907250-5

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1149-212	71069-US1

Exhibit B**HPO Patents**

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17610-AR	P130102053
17610-PC	PCT/US2013/045090
176100-TW	102120589
17610-USD	29/457,237
17610-USD1	29/461,089
17610-CA-D	154275
17610-EP-D	002365155-0001
17610-EP1-D	002365155-0002
17610-EP2-D	002365155-0003
17610-EP3-D	002365155-0004
17510-US	13/916,480
17510-AR	P130102109
17510-PC	PCT/US2013/045953
17510-TW	102120996
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P-9354-AU	2007265652
9354-AU1	2012245171

P-9354-BR	PI0713530
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P-9354-CN	200780023484.X
9354-CN1	201210031161.8
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P-9354-IN	10507/DELNP/2008
P-9354-JP	2009-516512
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P-9354-KR	10-2009-7001378
P-9354-MX	295436
P-9354-SG	148515
9354-SG1	201104571-3
P-9354-US	7,527,375
P-9354-US1	7,971,994
P-9354-US	8,408,699
P-9824-US	7,883,206
P-9824-US	8,308,295
9824-US5	8,434,865
P-9824-AR	P080100050
P-9824-PC	2,679,977

P-9824-PC	07869875.0
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9821-EP	08728084.8
9821-EP1	13158268.6
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9821-JP2	2013-002401
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70890-US2	13/726,267
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9824-CA1	2,680,870
P-9824-EP1	08744801.5
9824-JP1	2010-501284
P-9824-TH1	801001660
P-70919-US	8,319,937

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P-70920-PC	2,691,519
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P-70920-JP	2010-514872
P-70920-TH	801003440
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P-71429-US	7,926,941
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P-71429-AR	P080105450
71429-AU	2008338597
71429-AU1	2010236042
71429-AU2	2013228002
P-71429-CA	2,706,150
P-71429-CA1	
P-71429-EP	08860905.2
71429-EPI	10194662.2
P-71429-MX	290700
P-71429-TH	801006391
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P-71429-US1	7,744,215
P-72927-US	8,523,354
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72927-EP1	11193376.8
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P-72927-IL	208577
P-72927-JP	2011-504231
P-72927-KR	10-2010-7023779
P-72927-MX	297117
72972-SG1	201302525-9
6410-US1	13/919,740
6410-AU	2010203515
6410-BR	PI1007206-3
6410-CA	2,749,366
6410-CNI	201310264317.1
6410-EP	10700353.5
6410-HK	12104679.6
6410-IL	214011
6410-IN	5916/DELNP/2011
6410-JP	2011-545454
6410-KR	10-2011-7018515
6410-MX	302563
6410-RU	2011133200

6410-SG1	201400138-2
6410-TH	1101001099
7110-US	8,066,373
7010-US	12/702,791
P-9933-USP122	12/758,118
4510-US1	13/865,705
4510-DE	2417210
4510-EP	2417210
4510-FR	2417210
4510-GB	2417210
4510-IT	2417210
4510-JP	2012-504918
8810-US	8,534,832
8810-US1	13/962,628
4410-US	8,434,864
5410-US	8,573,774
5410-US1	14/045,571
5410-EP	10775962.3
10510-US	13/045,961
7310-US	13/050,974
8410-US	13/169,996
7310-AR	P110100969
7310-BR	1120120239694

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7310-CA	2793881
7310-EP	11713119.3
7310-IN	8387/DELNP/2012
7310-JP	2013-501394
7310-MX	MX/a/2012/010869
7310-TW	100109973
7410-US	13/085,562
8510-US	13/175,633
8511-AR	P110102391
8510-AR	20110102392
8511-TW	100123553
8510-TW	100123554
8600-US	13/179,219
8610-AR	P110102487
8610-TW	100124497
8710-TW	100124499
16610-US	13/274,527
9900-US	13/286,802
9900-TW	100139837
8512-US	13/298,992
12910-US	13/298,997
12910-AR	20110104311
8512-AR	P110104312

8512-TW	100142374
12910-TW	100142396
10710-US	13/359,252
10710-EP	12706136.4
10710-JP	2013-551389
P9933-USP176	13/372,240
11510-US	13/418,038
11710-US	13/445,509
11710-JP	2014-505287
11710-MX	MX/a/2013/011770
11710-MY	PI2013003726
11710-SG	201307496-8
11710-TH	1301005842
12010-US	13/481,117
12110-PC	PCT/US2012/039838
12210-US	13/488,064
12210-AU	2012261826
12210-CA	2,837,756
12210-EP	12730711.4
12210-PC	PCT/US2012/040811
13110-US	13/587,645
13110-AR	P120103042
13110-AU	not yet assigned

13110-CA	not yet assigned
13110-EP	not yet assigned
13110-MX	not yet assigned
13110-TW	101130043
13200-US	13/590,042
13200-AR	P120103090
13200-EP	not yet assigned
13200-TW	101130507
14010-US	13/622,850
15710-US	13/735,887
15710-PC	PCT/US2013/020571
15810-US	13/742,804
15810-PC	PCT/US2013/021754
15910-US	13/757,372
15910-PC	PCT/US2013/024468
16810-US	13/848,330
16810-AR	PI30100950
16810-PC	PCT/US2013/033321
16810-TW	102110364
16900-US	13/849,216
9933-USP272	61/846,312
16900-AR	PI30100963
16900-PC	PCT/US2013/033561

16900-TW	102110553
17310-US	13/866,575
17310-AR	P130101373
17310-PC	PCT/US2013/037402
17310-TW	102114893
17710-US	13/955,650
17710-AR	P130102757
17710-PC	PCT/US2013/053258
17710-TW	102127811
17810-US	13/963,852
17810-PC	PCT/US2013/54410
17910-US	13/961,624
17910-AR	P130102855
17910-PC	PCT/US2013/054346
17910-TW	102128676
17410-US	13/890,809
16200-US	13/761,827
16200-PC	PCT/US2013/025119
17610-USD2	29/461,088
17610-CA1	154276
17610-EP3	002365155-0005
17610-EP4	002365155-0006
9933-USP270	61/818,031

9933-USP271	61/824,156
9933-USP272	61/858,214
9933-USP274	61/878,281
9933-USP276	61/897,875
P9933-USP265	61/753,517
18110-US	14/157,170
18110-PC	PCT/US2014/012066
19110-US	14/178,069
19110-AR	not yet assigned
19110-PC	not yet assigned
19110-TW	not yet assigned
9933-USP275	61/897,874
18210-US	14/171,285
18210-PC	PCT/US2014/014634

Exhibit C**Excluded Patents**

Attorney Docket Number	Country	Patent/Application Number
1149-329	US	US 14/046,179 10/4/2013
1149-253	US	USPTO 8,579,435 US 8,579,435 B2 11/12/2013
1149-330	US	USPTO 14/083,869 10/19/2013
1149-300	PCT	PCT/US12/68085 12/6/2012
1149-302	Great Britain	1221974.7 12/6/2012
1149-254	US	US 13/232,303 9/14/2011
1149-256	PCT	PCT/US11/51519 9/14/2010
1149-308	EPO	11825843.3 4/4/2013
1149-305	Australia	not assigned 3/13/2013
1149-306	Canada	2,810,703 3/6/2013
1149-307	China	201180044495.2 3/15/2013
1149-309	India	2237/DELNP/2013 3/13/2013
1149-310	Japan	2013-529280 3/14/2013
1149-311	Korea	10-2013-7006472

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1149-312	Mexico	MX/a/2013/002853 3/13/2013
1149-313	Singapore	not assigned
1149-314	WIPO/PCT	PCT/US13/36122 4/11/2013
1149-321	UK	1306778.0 4/15/2013
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1149-316	US	US 13/866,262 4/19/2013
1149-317	PCT	PCT/US13/37331 4/19/2013
1149-322	UK	1306971.1 4/17/2013
1149-325	US	US 13/286,802 4/15/2013
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EVSO-005/01US	US	US 14/003,781 9/6/2013
104461-0144 EVSO-005/01CN	China	Assignment of Number Pending

104461-0133 EVSO-004/03AU	Australia	2008218240 2/22/2008
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104461-0144 EVSO-004/03MX	Mexico	MX/a/2009/008829 10/28/2011
104661-0118	Canada	2718521 3/18/2009
104661-0130	South Korea	10-2010-7021841 3/18/2009
1149-324	US	US 8,128,228 Mar. 6, 2012
<i>[intentionally omitted]</i>	US	US7594729 B2 9/29/2009
EVSO-009/00WO	PCT	PCT/US14/27837
EVSO-007/00US	US	US61/922,992

EXHIBIT B

42753426_5

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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In re : **Chapter 7**

:

PIXELOPTICS, INC., : **Case No. 13-12875 (KJC)**

:

Debtor. : **Related Docket Nos. 37, 116**

:

----- X

**SUPPLEMENTAL ORDER GRANTING CHAPTER 7 TRUSTEE’S MOTION TO
(I) SELL ASSETS OF THE ESTATE FREE AND CLEAR OF ALL LIENS,
CLAIMS, AND ENCUMBRANCES, PURSUANT TO 11 U.S.C. § 363(B), (F), AND (M)
AND (II) ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS
AND/OR LEASES PURSUANT TO 11 U.S.C. § 365 AND EXHIBITS “A” AND “B”**

The matter before the Court is the Trustee’s Motion for Entry of (I) an Order (A) Approving Bidding Procedures in Connection With Sale of Substantially all of the Estate’s Assets, (B) Scheduling an Auction and Hearing to Consider the Proposed Sale and Approving the Form and Manner of Notice Thereof; and (II) an Order (A) Approving the Sale, (B) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Certain Related Relief [Docket No. 37] (“Sale Motion”) pursuant to which the Trustee sought authorization (1) to enter into the Asset Purchase Agreement (the “Asset Purchase Agreement”) between the Trustee¹ and HPO Assets LLC, as designee of Horizon Technology Finance Corporation (the “Successful Bidder” or “Purchaser”), to acquire substantially all of the assets of the Estate; (2) to sell the Purchased Assets, free and clear of all Encumbrances; and (c) authorizing the assumption and assignment of the Assumed Agreements

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

(together, the "Assumed Agreements") to the Successful Bidder; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, and other parties-in-interest; and after due deliberation thereon; and good and sufficient cause appearing therefor:

NOW, THEREFORE, THE COURT HEREBY FINDS THAT:

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this District and this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. On January 23, 2014, the Court entered the Order Granting Chapter 7 Trustee's Motion to (I) Sell Assets of the Estate Free and Clear of all Liens, Claims, and Encumbrances, pursuant to 11 U.S.C. § 363(B), (F), and (M) and (II) Assume and Assign Certain Executory Contracts and/or Leases Pursuant to 11 U.S.C. § 365 and Exhibits "A" and "B" [Dkt. No. 116] (the "Sale Order").

D. The Sale Order provided that (1) the transfer of the Contested Patents (as defined in the Sale Order) to Purchaser and (2) the assumption and assignment to Purchaser of the Contested Contracts (as defined in the Sale Order), and any findings of fact related thereto, would be deferred pending resolution of the e-Vision Objection (as defined in the Sale Order).

E. The e-Vision Objection has been resolved, and the Trustee and all interested parties have reached an agreement regarding (1) the transfer of the Contested Patents (as defined in the Sale Order), and (2) the assumption and assignment of the Contested Contracts (as defined in the Sale Order), as further set forth in that certain Settlement Agreement (attached hereto as Exhibit A) (the "Settlement Agreement").

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

THAT:

1. The Sale Motion is GRANTED, to the extent not previously granted in the Sale Order.
2. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, already overruled, or settled are hereby OVERRULED on the merits
3. The Settlement Agreement is hereby approved.
4. The Trustee, or any of his respective agents or counsel, are authorized and directed to take any and all actions and to execute any and all documents and instruments that are reasonably necessary or appropriate to implement and effectuate the Asset Purchase Agreement and the Settlement Agreement.
5. The Trustee is authorized to assume and assign to HPO Assets the Original e-Vision License and the e-Vision Smart Optics Sub-License Agreement (as each is defined in the Settlement Agreement). Except as otherwise set forth in the Settlement Agreement, such assumption and assignment shall be pursuant to the terms of the assignment and assumption of the Assumed Agreements as set forth in the Sale Order.
6. The Trustee is authorized to assign to HPO Assets the TBD Patents (as defined in the Settlement Agreement). Except as otherwise set forth in the Settlement Agreement, such assignments shall be pursuant the terms of the assignment of the Purchased Assets as set forth in the Sale Order.
7. The Trustee is authorized to assign to e-Vision, LLC the Contested Patents (as defined in the Settlement Agreement).
8. This Order shall be binding in all respects upon the Trustee, the Debtor's estate, all creditors of, and holders of equity interests in, the Debtor (whether known or unknown), any

subsidiaries of the Debtor, including any holders of Encumbrances on the Purchased Assets, all parties to the Settlement Agreement, all successors and assigns of the Purchaser, the Debtor and their affiliates and subsidiaries, and any successor trustee appointed in the Debtor's case.

9. In the event of a direct conflict between the terms of the Settlement Agreement, on the one hand, and this Order, on the other hand, the terms of the Settlement Agreement shall govern.

10. This Court shall retain jurisdiction over the transactions contemplated in the Settlement Agreement for purposes of enforcing the provisions of this Order and the Settlement Agreement.

Dated: Wilmington, Delaware

_____, 2014

HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT C

42753426_5

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and entered into as of April __, 2014 ("Effective Date") by and between **JEFFREY L. BURTCH** as chapter 7 trustee for the estate of PixelOptics, Inc., a Delaware corporation ("Assignor"), and **HPO ASSETS LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, Assignee, Horizon Technology Finance Corporation, and e-Vision, LLC entered into a Settlement Agreement, dated as of the date hereof (the "Settlement Agreement"); and

WHEREAS, pursuant to the Settlement Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the patents and patent applications set forth on Schedule A attached hereto (collectively, the "Patents").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. The recitals to this Assignment are hereby incorporated by reference herein and form an integral part of this Assignment.
2. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Patents for the United States and for all foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, any continuations, divisions, continuations-in-part, reissues, reexaminations, renewals, revivals, extensions, utility model, industrial design patents, inventor certificates, patents of utility, improvement or addition and all foreign equivalents thereof, and the right to file additional applications claiming priority to any of the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
3. Assignor agrees to and shall take such further action, duly execute and deliver such additional documents, and, in general, do all lawful things reasonably requested of him by Assignee to perfect Assignee's title and perform such further acts, as may be reasonably necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Patents and other rights conveyed herewith. Assignor further agrees that his obligation to execute or cause to be executed any such instrument or papers shall continue until the closing of the bankruptcy case of PixelOptics, Inc.

4. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Patents.

5. This Assignment shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal laws of the State of Delaware applicable to agreements made and performed within the State of Delaware without regard to conflicts of laws principles thereof.

6. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other assigned Patents.

7. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile or electronic portable document format (.pdf) signature and such facsimile or .pdf signature shall be deemed an original.

* * * * *

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

By: _____
Jeffrey L. Burtch,
as chapter 7 trustee of PixelOptics, Inc.

Agreed to and accepted by:

HPO ASSETS LLC

Name: _____

Title: _____

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

15710-PC	PCT	PCT/US2013/020571	Jan. 7, 2013
15710-US	US	US 2013/0215374 A1	Aug. 22, 2013

42882932_2

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and entered into as of April __, 2014 ("Effective Date") by and between **JEOFFREY L. BURTCH** as chapter 7 trustee for the estate of PixelOptics, Inc., a Delaware corporation ("Assignor"), and **E-VISION, LLC**, a New York limited liability company ("Assignee").

WHEREAS, Assignor, Assignee, Horizon Technology Finance Corporation, and HPO Assets LLC entered into a Settlement Agreement, dated as of the date hereof (the "Settlement Agreement"); and

WHEREAS, pursuant to the Settlement Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the patents and patent applications set forth on Schedule A attached hereto (collectively, the "Patents").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. The recitals to this Assignment are hereby incorporated by reference herein and form an integral part of this Assignment.
2. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Patents for the United States and for all foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, any continuations, divisions, continuations-in-part, reissues, reexaminations, renewals, revivals, extensions, utility model, industrial design patents, inventor certificates, patents of utility, improvement or addition and all foreign equivalents thereof, and the right to file additional applications claiming priority to any of the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
3. Assignor agrees to and shall take such further action, duly execute and deliver such additional documents, and, in general, do all lawful things reasonably requested of him by Assignee to perfect Assignee's title and perform such further acts, as may be reasonably necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Patents and other rights conveyed herewith. Assignor further agrees that his obligation to execute or cause to be executed any such instrument or papers shall continue until the closing of the bankruptcy case of PixelOptics, Inc.

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4. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Patents.

5. This Assignment shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal laws of the State of Delaware applicable to agreements made and performed within the State of Delaware without regard to conflicts of laws principles thereof.

6. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other assigned Patents.

7. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile or electronic portable document format (.pdf) signature and such facsimile or .pdf signature shall be deemed an original.

* * * * *

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

By: _____
Jeffrey L. Burtch,
as chapter 7 trustee of PixelOptics, Inc.

Agreed to and accepted by:

E-VISION, LLC

Name: _____

Title: _____

SCHEDULE A**PATENTS AND PATENT APPLICATIONS**

9353-US2	US	US 13/178,090	Jul. 7, 2011
9353-AU	AU	AU2007258383	Jul. 7, 2011
9353-CA	CA	† 2,655,349	Dec. 12, 2008
9353-CN	CN	† 200780030060.6	Jul. 1, 2010
9353-EP	EP	† 7795996.3	Jun. 11, 2007
9353-HK	HK	† HK1137056	Feb. 1, 2013
9353-IL	IL	† 195879	Jun. 11, 2007
9353-JP	JP	† 2009-515447	Jun. 11, 2007
9353-MX	MX	† 277686	Jun. 29, 2010
9353-KR	KR	† 1020097000557	Jun. 11, 2007
9353-TH	TH	† 701002910	Jun. 11, 2007
9353-TX	TW	† 96121255	Jun. 11, 2007

Schedule 2.1(h)

15710-PC	PCT	PCT/US2013/020571	Jan. 7, 2013
15710-US	US	US 2013/0215374 A1	Aug. 22, 2013

Schedule 2.9(a)

9353-US2	US	US 13/178,090	Jul. 7, 2011
9353-AU	AU	AU2007258383	Jul. 7, 2011
9353-CA	CA	† 2,655,349	Dec. 12, 2008
9353-CN	CN	† 200780030060.6	Jul. 1, 2010
9353-EP	EP	† 7795996.3	Jun. 11, 2007
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9353-KR	KR	† 1020097000557	Jun. 11, 2007
9353-TH	TH	† 701002910	Jun. 11, 2007
9353-TX	TW	† 96121255	Jun. 11, 2007

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