

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3264029

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	PIXELOPTICS, INC.	07/31/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	HPO ASSETS LLC	
<b>Street Address:</b>	312 FARMINGTON AVENUE	
<b>City:</b>	FARMINGTON	
<b>State/Country:</b>	CONNECTICUT	
<b>Postal Code:</b>	06032	
<b>PROPERTY NUMBERS Total: 18</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	13848330	
Application Number:	13866575	
Application Number:	13913009	
Application Number:	13916480	
Application Number:	13919740	
Application Number:	13955650	
Application Number:	13962628	
Application Number:	13963852	
Application Number:	14045571	
Application Number:	14107793	
Application Number:	14157156	
Application Number:	14157170	
Application Number:	29457237	
Application Number:	29461088	
Application Number:	29461089	
Application Number:	61878281	
Application Number:	61897874	
Application Number:	61897875	
<b>CORRESPONDENCE DATA</b>		

**Fax Number:** (202)371-2540

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

**Phone:** 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

<b>ATTORNEY DOCKET NUMBER:</b>	3585.142STRO
<b>NAME OF SUBMITTER:</b>	JOHN P. MCGROARTY
<b>SIGNATURE:</b>	/John McGroarty 41186/
<b>DATE SIGNED:</b>	03/13/2015

**Total Attachments: 6**

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## PATENT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

THIS PATENT AND INTELLECTUAL PROPERTY ASSIGNMENT is effective as of July 31, 2014.

WHEREAS, the bankruptcy estate (the "**Estate**") of PIXELOPTICS, INC., a Delaware corporation (the "**Debtor**"), is the owner of the patents and patent applications listed on Schedule A hereto (the "**Patents**") and those Intellectual Property Rights<sup>1</sup> defined in the Agreement (further defined below) including those listed on Schedule A;

WHEREAS, JEOFFREY L. BURTCH, as chapter 7 trustee (the "**Trustee**" or the "**Assignor**") for the Estate of the Debtor, has agreed to transfer the Intellectual Property Rights as set forth in the Asset Purchase Agreement dated as of December 13, 2013 (the "**Agreement**"), including the Estate's rights in and to the Patents as set forth in the Agreement to HORIZON TECHNOLOGY FINANCE CORPORATION, a Delaware corporation located at 312 Farmington Avenue, Farmington, CT 06032 or its designee, HPO ASSETS LLC (the "**Assignee**"), and Assignee has agreed to accept such assignment, on the terms and conditions set forth in the Agreement;

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

WHEREAS, the Trustee has been appointed as the chapter 7 trustee for the Estate of the Debtor. Pursuant to sections 541 and 704 of the Bankruptcy Code, upon the commencement of the Bankruptcy Case, all property of the Debtor became assets of the Estate, under the control of the Trustee.

WHEREAS, pursuant to 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, dated December 13, 2013 (Docket No. 37), the Trustee sought approval from the Bankruptcy Court to sell substantially all of Estate's assets to, and enter into the Agreement with, the Assignee.

WHEREAS, after a hearing on December 19, 2013, the Bankruptcy Court entered an order (Docket No. 57) authorizing the Trustee and the Assignee to enter into the Agreement and take other actions related thereto, subject to receipt of higher and better offers.

WHEREAS, after a hearing on January 23, 2014, the Bankruptcy Court approved the sale to Assignee pursuant to the Agreement, except for certain "Contested Patents."

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<sup>1</sup> For purposes of this document, the term Intellectual Property Rights shall refer only to such rights that the Estate still owns, as opposed to such rights previously transferred from the Estate.

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of the Patents to Assignee in a form for recording in the United States Patent and Trademark Office and non-US counterparts thereof in non-US jurisdictions which exercise authority over any of the Intellectual Property Rights including the Patents.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Trustee hereby sells, assigns, transfers, and conveys to Assignee, all right, title and interest in and to the Intellectual Property Rights, including the Patents, and any continuations, continuations-in-part, divisions, reissues, reexaminations, extensions, and foreign patents and patent applications thereof, and any rights to file applications claiming the benefit of one or more of the Intellectual Property Rights including the Patents and receive patents that issue from said applications and from said applications and from applications included in the Patents and patent applications and pending inventions of Intellectual Property Rights as yet unprepared or unfiled, together with all claims for past and future damages by reason of infringement of the same, and together with the right to sue for past and future damages;

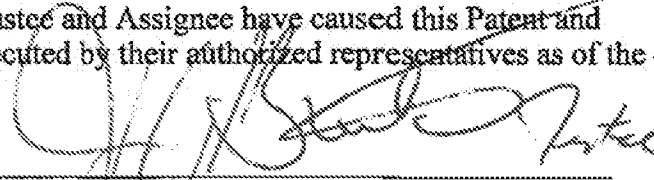
AND, the Trustee hereby requests the Director of the United States Patent and Trademark Office (the "**Director**"), as well as his or her non-US counterparts in the non-US jurisdictions which exercise authority over any of the Intellectual Property Rights including the Patents to record this Patent and Intellectual Property Rights Assignment. The Trustee hereby further requests the Director and his or her non-US counterparts to issue any and all patents, trademarks, or other intellectual property resulting from Intellectual Property Rights, inventions, Patents or from applications claiming the benefit of one or more of the Intellectual Property Rights including the Patents to Assignee as assignee of the entire interest therein.

The transfers contemplated by this instrument are pursuant and subject to the terms and conditions of the Agreement and any order of the Bankruptcy Court approving the Agreement, and shall be made on an "as is where is" basis with all faults and specifically and expressly without any warranties, representations, or guarantees, either express or implied, of any kind or nature of or on behalf of the Trustee. This instrument shall not be interpreted to impose any obligations upon the Trustee beyond those contained in the Agreement.

At any time prior to the closing of the Bankruptcy Case, and from time to time at Assignee's request, the Trustee agrees to execute further documents and instruments and to do such other acts as may be reasonably necessary or reasonably requested by Assignee, at Assignee's expense, to more effectively vest full title in and to the Patents in the Assignee. This Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Trustee, the Assignor and Assignee.

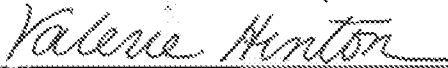
(The signatures of the parties are contained on the following page.)

IN WITNESS WHEREOF, the Trustee and Assignee have caused this Patent and Intellectual Property Assignment to be executed by their authorized representatives as of the date first set forth above.

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

STATE OF DELAWARE, COUNTY OF NEW CASTLE

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of JULY, 2014, by Jeffrey L. Burtch, the chapter 7 Trustee of PixelOptics, Inc., a Delaware corporation, on behalf of the bankruptcy estate of said corporation. He/she is personally known to me or produced \_\_\_\_\_ as identification.



Notary Public

**VALERIE FRANCES HINTON**

**NOTARY PUBLIC**

Typed, printed or stamped name of Notary Public

**STATE OF DELAWARE**

**My Commission Expires June 25, 2018**

My Commission Expires:

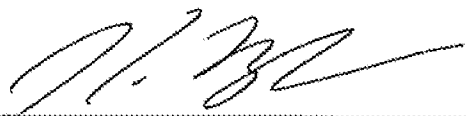
**HPO ASSETS LLC**

By: Horizon Technology Finance Corporation, its sole member

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

STATE OF CONNECTICUT, COUNTY OF Hartford

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July, 2014, by Robert D. Pomeroy, Jr., the CEO of Horizon Technology Finance Corporation, sole member of HPO ASSETS LLC, a Delaware limited liability company, on behalf of said company. He/she is personally known to me or produced \_\_\_\_\_ as identification.



Notary Public John C. Bombara  
Commissioner of the Superior Court of the State of Connecticut

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires \_\_\_\_\_

**Schedule A**

Attorney Docket Number	Client Ref. No.	U.S. Application Number	Application Date	U.S. Patent Number or Publication No.	Title
3373.0330005	P-70920-US	12/166,526	7/2/2008	6,317,321	MULTIFOCAL LENS WITH A DIFFRACTIVE OPTICAL POWER REGION
3373.0700004	P9933-USP213	13/735,887	1/7/2013	2013-0215374 A1	EYEWEAR DOCKING STATION AND ELECTRONIC MODULE
3373.0740001		13/846,330	3/21/2013	2014-0204333 A1	ADJUSTABLE ELECTRO-ACTIVE OPTICAL SYSTEM AND USES THEREOF
3373.0750003		13/849,216	3/22/2013	2013-0293825 A1	ELECTROCHROMIC MATERIALS AND/OR OPTICAL SYSTEMS EMPLOYING THE SAME
3373.0760001		13/866,575	4/19/2013	2013-0342807 A1	ELECTRICALLY CONDUCTIVE LENS CONNECTION AND METHODS OF MAKING THE SAME
3373.0920006		13/913,008	6/7/2013	2013-0329183 A1	ADAPTER FOR EYEWEAR
3373.0940005		13/916,480	6/12/2013	2014-0028966 A1	ELECTRONIC EYEGLASSES AND METHODS OF MANUFACTURING
3373.0390008		13/919,740	6/17/2013	2013-0278881 A1	ELECTRO-ACTIVE SPECTACLES AND ASSOCIATED ELECTRONICS
3373.0570001		13/955,650	7/31/2013	2014-0036172 A1	ELECTRO-ACTIVE OPHTHALMIC LENSES COMPRISING LOW VISCOSITY LIQUID CRYSTALLINE MIXTURES
3373.0380003		13/959,501	8/5/2013	2014-0009700 A1	ELECTRO-ACTIVE DIFFRACTIVE LENS AND METHOD FOR MAKING THE SAME
3373.0890001		13/961,624	8/7/2013	2014-0043672 A1	FAIL-SAFE ELECTRO-ACTIVE LENSES AND METHODOLOGY FOR CHOOSING OPTICAL MATERIALS FOR FAIL-SAFE ELECTRO-ACTIVE LENSES
3373.0430002		13/962,626	8/8/2013	2013-0321762 A1	PROGRESSIVE ADDITION LENS DESIGN
3373.0880001		13/963,852	8/9/2013	2014-0043584 A1	DYNAMIC OPHTHALMIC LENS CAPABLE OF CORRECTING NIGHT AND DAY VISION
3373.0450006		14/045,571	10/3/2013	2014-0160426 A1	METHODS OF MAKING LENSES WITH REGRESSIVE AND NON-REGRESSIVE ROTATIONALLY SYMMETRIC OPTICAL DESIGN ELEMENTS
3373.0290008		14/107,793	12/16/2013	2014-0104566 A1	ELECTRONIC EYEGLASS FRAME
3373.0350006		14/157,156	1/16/2014	2014-0132916 A1	REFRACTIVE-DIFFRACTIVE MULTIFOCAL LENS
3373.1370002		14/157,170	1/16/2014	2014-0198370 A1	SOLID ELECTRO-CHROMIC STACK INCLUDING ELECTRO-CHROMIC NANOPARTICLES AND METHODS OF FORMING THE SAME USING LAYER-BY-LAYER DEPOSITION
3373.1390002		14/171,285	2/3/2014		ELECTRO-CHROMIC DEVICES INCLUDING SOLID OR QUASI-SOLID ELECTROLYTE LAYERS AND METHODS OF MAKING THE SAME
3373.0510004		14/303,381	6/12/2014		SPECTACLES
3373.0030000		29/457,237	6/7/2013		ADAPTER FOR EYEWEAR
3373.1300000		29/461,088	7/18/2013		ADAPTER FOR EYEWEAR
3373.0030001		29/461,089	7/18/2013		ADAPTER FOR EYEWEAR
	P9933-USP213	61/583,940	1/6/2012		ELECTRONIC EYEWEAR COMPRISING DOCKING MEANS FOR A PLURALITY OF APPLICATION DEVICES
	P9933-USP214	61/587,260	1/17/2012		LOW COST HIGH YIELD BATCHED ELECTRO-ACTIVE LENS BLANK MANUFACTURING
	P9933-USP216	61/593,925	2/2/2012		FILLING AN ELECTRO-ACTIVE LENS OR LENS BLANK WITH ELECTRO-ACTIVE MATERIAL
	P9933-USP217	61/595,720	2/7/2012		LASER PATTERNING OF CONDUCTIVE FILMS FOR ELECTRO-ACTIVE LENSES
	P9933-USP218	61/598,093	2/13/2012		FILLING ELECTRONIC LENS OR ELECTRONIC LENS BLANK WITH ELECTRO-ACTIVE MATERIAL
	P9933-USP219	61/599,195	2/15/2012		FILLING ELECTRONIC LENSES OR ELECTRONIC LENS BLANKS WITH ELECTRO-ACTIVE MATERIAL
	P9933-USP220	61/601,776	2/22/2012		FILLING AN ELECTRONIC LENS OR LENS BLANK WITH ELECTRO-ACTIVE MATERIAL
	P9933-USP221	61/603,415	2/27/2012		METHOD AND DEVICE TO DETERMINE LASER HOLE DRILLING STOP POINT
3373.0740000		61/614,026	3/22/2012		DAY-TIME AND NIGHT-TIME VISION CORRECTION USING PROGRESSIVE LENSES
3373.0750000		61/615,621	3/26/2012		OPHTHALMIC LENS COMPRISING SOLID STATE ELECTRO-CHROMIC COATINGS
	P9933-USP224	61/618,354	3/30/2012		ELECTRONIC LENS OR LENS BLANK FILLED WITH ELECTRO-ACTIVE MATERIAL
3373.0700002	P9933-USP225	61/622,092	4/10/2012		ELECTRONIC EYEWEAR COMPRISING DOCKING MEANS
	P9933-USP226	61/636,150	4/25/2012		ELECTRONIC EYEWEAR WITH DOCKING STATION
3373.0760000		61/638,290	4/25/2012		FLEXIBLE ELECTRICALLY CONDUCTIVE LENS CONNECTION
	P9933-USP228	61/640,425	4/30/2012		DOCKING STATION AFFIXED TO ELECTRONIC EYEWEAR
3373.0770000	P9933-USP230	61/658,211	6/11/2012		HEARING ASSIST ENABLED ELECTRONIC EYEWEAR
3373.0780000	P9933-USP231	61/659,672	6/14/2012		ENHANCED ELECTRONIC EYEWEAR
3373.0790000	P9933-USP232	61/665,394	6/28/2012		ELECTRONIC EYEGLASS BATTERY PACK AND CHARGER
3373.0800000	P9933-USP233	61/665,404	6/28/2012		LASER POST-PROCESSING OF EDGED ELECTRO-ACTIVE LENSES FOR IMPROVED ELECTRICAL CONNECTIVITY
3373.0720006	P9933-USP234	61/666,402	6/29/2012		LIQUID CRYSTAL FILLING PROCESS FOR ELECTRONIC OPHTHALMIC LENS
3373.0750001		61/666,113	7/5/2012		ELECTRO-CHROMIC LENS BLANK

**Schedule A**

Attorney Docket Number	Client Ref. No.	U.S. Application Number	Application Date	U.S. Patent Number or Publication No.	Title
3373.0820000	P9933-USP237	61/670,180	7/11/2012		NEXT GENERATION ELECTRONIC EYEWEAR
3373.0830000	P9933-USP238	61/673,812	7/20/2012		SENSING AND ALARM SYNCHRONIZATION OF MOBILE DEVICE AND ELECTRONIC EYEWEAR
3373.0840000	P9933-USP239	61/674,123	7/20/2012		TEMPLE INSERT ELECTRONIC EYEWEAR CONNECTION
3373.0870000		61/679,260	8/3/2012		ELECTRO-ACTIVE OPHTHALMIC LENSES COMPRISING LOW VISCOSITY LIQUID CRYSTALLINE MIXTURES
3373.0880000	P9933-USP243	61/661,611	8/10/2012		DYNAMIC OPHTHALMIC LENS CAPABLE OF CORRECTING NIGHT AND DAY VISION
3373.0890000	P9933-USP244	61/661,617	8/10/2012		METHODOLOGY FOR CHOOSING OPTICAL MATERIALS FOR FAIL-SAFE ELECTRO-ACTIVE LENSES
3373.0750002	P9933-USP245	61/694,796	8/30/2012		NOVEL NANO-STRUCTURED INORGANIC AND HYBRID ELECTRO-CHROMIC STACKS FOR OPHTHALMIC LENSES
3373.0900000	P9933-USP246	61/696,625	9/4/2012		INTERACTIVE MASTER ADAPTER (IMA) FOR EYEWEAR
3373.0920000	P9933-USP248	61/701,395	9/14/2012		ELECTRONIC RIMLOCK
3373.0930000	P9933-USP249	61/702,579	9/18/2012		EYEWEAR COMPRISING A WIRELESS KEYBOARD
3373.1000000	P9933-USP256	61/721,890	11/2/2012		INTERACTIVITY ADAPTER FOR EYEWEAR
3373.0700003	P9933-USP259	61/726,940	11/21/2012		LOW COST HIGH YIELD BATCHED ELECTRO-ACTIVE LENS BLANK MANUFACTURING
3373.0710002	P9933-USP258	61/733,031	12/4/2012		FLEXIBLE FILM WITH SURFACE MICRO-/NANO-RELIEF FOR OPHTHALMIC APPLICATIONS
3373.1020000	P9933-USP260	61/736,334	12/12/2012		ENHANCED INTERACTIVITY ADAPTER FOR EYEWEAR
3373.1030000	P9933-USP261	61/736,814	12/13/2012		ENHANCED INTERACTIVITY ADAPTER FOR EYEWEAR
3373.1370000		61/753,517	1/17/2013		SOLID ELECTRO-CHROMIC STACK APPLIED TO OPHTHALMIC LENS BLANK BY LAYER-BY-LAYER METHOD
3373.1390000		61/760,440	2/4/2013		METHODS FOR MAKING ROBUST ELECTRO-CHROMIC FILM STACKS
3373.0750006	9933-USP272	61/846,312	7/15/2013		ALL SOLID-STATE ELECTROCHROMIC DEVICES WITH ION-CONDUCTIVE LAYERS
3373.1350000	9933-USP273	61/858,214	7/26/2013		NANO-STRUCTURED ELECTROCHROMIC FILMS WITH FAST DYNAMIC RESPONSE & HIGH COLORATION EFFICIENCY
3373.1360000	9933-USP274	61/878,281	9/16/2013		FEEDBACK MECHANISM FOR ELECTRONIC FRAMES
3373.1390001	9933-USP275	61/897,674	10/31/2013		OPTICALLY-TRANSPARENT SOLID-STATE AND QUASI-SOLID-STATE ELECTROLYTES
3373.1360002	9933-USP276	61/897,675	10/31/2013		ALL SOLID-STATE ELECTROCHROMIC DEVICES WITH ION-CONDUCTIVE LAYERS
3373.1400000	P9933-USP264	61/952,390	3/13/2014		ADVANCED ELECTRO-ACTIVE OPTIC
3373.1400001	P9933-USP262	61/952,396	3/13/2014		TRANSPARENT WIRELESS POWER TRANSMISSION FOR DRIVING ELECTRONICALLY ADAPTIVE EYEWEAR
3373.1400002	P9933-USP266	61/952,402	3/13/2014		ASSEMBLY PROCESS FOR MAKING ELECTRO-ACTIVE LENSES

**PATENT**

**RECORDED: 03/13/2015**

**REEL: 035159 FRAME: 0188**