## 503705098 02/23/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3751739

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DWIGHT P. DUSTON	06/16/2014

### **RECEIVING PARTY DATA**

Name:	E-VISION SMART OPTICS, INC.
Street Address:	8437 TUTTLE AVENUE
Internal Address:	SUITE 319
City:	SARASOTA
State/Country:	FLORIDA
Postal Code:	34243

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14816249

#### **CORRESPONDENCE DATA**

**Fax Number:** (202)842-7899

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:** 202-842-7800

**Email:** jleach@cooley.com, zPatDCDocketing@cooley.com

Correspondent Name: COOLEY LLP

Address Line 1: 1299 PENNSYLVANIA AVENUE, NW

Address Line 2: SUITE 700

Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER:	EVSO001/06US 320676-2125
NAME OF SUBMITTER:	CHRISTOPHER MAX COLICE
SIGNATURE:	/Christopher Max Colice/
DATE SIGNED:	02/23/2016

### **Total Attachments: 3**

source=EVSO-001-06US Duston to E-Vision Smart Optics Assignment#page1.tif source=EVSO-001-06US Duston to E-Vision Smart Optics Assignment#page2.tif source=EVSO-001-06US Duston to E-Vision Smart Optics Assignment#page3.tif

PATENT 503705098 REEL: 037801 FRAME: 0365

#### ASSIGNMENT

Dwight P. Duston of 59 Fairlane, Laguna Niguel, CA 92677 (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in the following applications for patent of the United States:

- (1) U.S. Application No. 13/779,232, filed on February 27, 2013, and entitled "Eyewear including a Docking Station";
- (2) U.S. Application No. 13/779,320, filed on February 27, 2013, and entitled "Eyewear including a Remote Control Camera"; and
- (3) U.S. Application No. 13/779,407, filed on February 27, 2013, and entitled "Eyewear including a Heads Up Display."

WHEREAS, e-Vision Smart Optics, Inc., having its principal place of business at 8437 Tuttle Avenue, Suite 319, Sarasota, Florida 34243(the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the applications for patent identified in paragraphs (1), (2), and (3); the right to file applications for patent of the United States or other countries on the Invention(s); any application for patent of the United States or other countries claiming priority to these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the applications for patent identified in paragraph (1), (2), and (3);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1), (2), and

(3)or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor understands and agrees that the attorneys and agents of the law firm of Cooley LLP do not personally represent Assignor or Assignor's legal interests. Since said attorneys and agents cannot provide legal advice to the Assignor with respect to this Assignment, Assignor acknowledges its right to seek its own independent legal counsel.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

106921501 v1

PATENT REEL: 037801 FRAME: 0367

Inventor Signature: Decigled Version Date: June 16, 20/4
Dwight P. Duston
Witness Signature: Glew Subtle Date: Tyne 16, 2014
Print Witness Name: EILEEN M. DUSTON
Address: 59 FAIRLANE
LAGUNA NIGUEL, CA
92677

106921501 v1

PATENT REEL: 037801 FRAME: 0368

**RECORDED: 02/23/2016**