

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Micro Optics Design Corporation, a Nevada corporation		12/06/1999	CORPORATION:
Micro Optics Design Corporation, a New Brunswick corporation		12/06/1999	CORPORATION:

RECEIVING PARTY DATA

Name:	Sola International, Inc.
Street Address:	2420 Sand Hill Road
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2379602	ULTRALAB

CORRESPONDENCE DATA

Fax Number: (312)569-3468
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-569-1468
 Email: carellano@gcd.com
 Correspondent Name: Mary Margaret Murray - Gardner et al.
 Address Line 1: 191 N. Wacker Drive
 Address Line 2: Suite 3700
 Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Mary Margaret Murray
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Total Attachments: 60
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LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT (this "Agreement"), dated as of December 6, 1999, is made by and among Micro Optics Design Corporation, a Nevada corporation (the "Parent"), Micro Optics Design Corporation, a New Brunswick corporation and subsidiary of the Parent (the "Subsidiary"), and Sola International Inc., a Delaware corporation (the "Lender").

REDACTED

(3) an executed original of the notice of security interest in the forms attached as Exhibits B and C shall have been filed with the United States Patent and Trademark Office and the Canadian intellectual property office, respectively;

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7. (a) As security for the prompt and complete payment and performance when due of the obligations of the Subsidiary to repay the loan made hereunder (together with accrued and unpaid interest thereon) and the obligations of the Parent under the Guarantee set forth in Section 14 hereof, and all other obligations and liabilities of the Parent and the Subsidiary to the Lender hereunder (collectively, the "Obligations"), the Parent and the Subsidiary hereby pledge and hypothecate and set over to the Lender, and hereby grant to the Lender a security interest in, all of the Parent's and the Subsidiary's right, title and interest in, to and under all of the property of the Parent and the Subsidiary, respectively, moveable or immovable, of whatsoever nature and kind, both present and future, wherever located and whether now existing or owned or hereafter acquired or arising (collectively, the "Collateral"). The Collateral shall include, without limitation, all accounts, accounts receivable, licenses, contract rights, rights to payment, chattel paper, instruments, letters of credit, documents, securities, money and instruments, and investment property, whether held directly or through a securities intermediary, and other obligations of any kind owed to the Parent or the Subsidiary; all deposit accounts, and all funds and amounts therein; all inventory, including without limitation, all raw materials,

goods in process, work in process, finished goods and packaging material and goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service; all fixtures, plant, machinery tools, furniture; all equipment; all general intangibles including without limitation all patents, patent applications and other intellectual property and other personal property of the Parent and the Subsidiary; and all proceeds, including insurance proceeds, profits and products of any and all of the foregoing.

REDACTED

(c) This Agreement shall create a continuing security interest in the Collateral which shall remain in effect until the payment and performance in full of the Obligations, at which time the Lender shall promptly execute and deliver to the Parent and the Subsidiary, at the Parent or the Subsidiary's expense, such documents and instruments as shall be reasonably necessary to evidence termination of all security interests given by the Parent and the Subsidiary to the Lender hereunder.

(d) Upon any Event of Default under this Agreement, the Lender may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by instrument in writing, appoint a receiver or receivers of the subject matter of such security of any part thereof and such receiver or receivers may be any person or persons whether an officer or officers or employee or employees of the Lender or not, and the Lender may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Parent or the Subsidiary. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Parent or the Subsidiary, and to borrow money required for the

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- 11 -

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9. (a) Upon the occurrence of any Event of Default, the Lender may declare any of the Obligations to be immediately due and payable and shall have, in addition to all other rights and remedies granted to it in this agreement, all rights and remedies of a secured party under the California Uniform Commercial Code (the "UCC"), any comparable Canadian law and other applicable laws.

(b) The cash proceeds actually received from the sale or other disposition or collection of Collateral, and any other amounts received in respect of the Collateral the application of which is not otherwise provided for herein, shall be applied to the payment of the Obligations. Any surplus thereof which exists after payment and performance in full of the Obligations shall be promptly paid over to the Parent or otherwise disposed of in accordance with the UCC or other applicable law.

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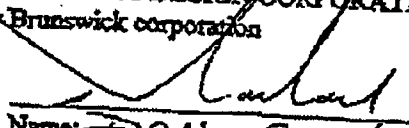
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IN WITNESS WHEREOF the parties hereto have caused their respective proper signing officers to execute this Agreement as of the date first above written.


SUBSIDIARY

MICRO OPTICS DESIGN CORPORATION, a
New Brunswick corporation

By 
Name: DAVID G. WALLACE
Title: CHAIRMAN + CEO

PARENT

MICRO OPTICS DESIGN CORPORATION, a
Nevada corporation

By 
Name: DAVID G. WALLACE
Title: CHAIRMAN + CEO

LENDER

SOLA INTERNATIONAL INC., a Delaware
Corporation

By _____
Name:
Title:

DEC 25 1988 20:55

IN WITNESS WHEREOF the parties hereto have caused their respective proper signing officers to execute this Agreement as of the date first above written.

SUBSIDIARY

MICRO OPTICS DESIGN CORPORATION, a
New Brunswick corporation

By _____
Name:
Title:

PARENT

MICRO OPTICS DESIGN CORPORATION, a
Nevada corporation

By _____
Name:
Title:

LENDER

SOLA INTERNATIONAL INC., a Delaware
Corporation

By Steven M. Weil
Name: STEVEN M. WEIL
Title: EXECUTIVE VICE PRESIDENT

EXHIBIT A
SUBSIDIARY AND PARENT CALIFORNIA FINANCING STATEMENTS

;

Receipt No. _____

IMPORTANT: Read instructions on back before filling out

1. DEBTOR (ONE NAME ONLY) <input checked="" type="checkbox"/> LEGAL BUSINESS NAME <input type="checkbox"/> INDIVIDUAL LAST NAME FIRST		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 88-0371293	
19. MAILING ADDRESS 23 Marchly, Suite 100		1E. CITY, STATE Irvine, CA	1D. ZIP CODE 92618
1E. RESIDENCE ADDRESS		1F. CITY, STATE	1C. ZIP CODE
2. ADDITIONAL DEBTOR (IF ANY) (ONE NAME ONLY) <input type="checkbox"/> LEGAL BUSINESS NAME <input type="checkbox"/> INDIVIDUAL LAST NAME FIRST		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
2E. RESIDENCE ADDRESS		2F. CITY, STATE	2G. ZIP CODE

3. ADDITIONAL DEBTOR(S) ON ATTACHED SHEET

4. SECURED PARTY NAME Sola International Inc. MAILING ADDRESS 2420 Sand Hill Road, Suite 200 CITY Menlo Park STATE CA ZIP CODE 94025		4A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. 94-3189941
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.

6. THE FINANCING STATEMENT COVERS THE FOLLOWING TYPE(S) OF PROPERTY (IF CROPS OR TIMBER, INCLUDE DESCRIPTION OF REAL PROPERTY ON WHICH GROWING OR TO BE GROWING AND NAME OF RECORD OWNER OF SUCH REAL ESTATE; IF FUTURE, INCLUDE DESCRIPTION OF REAL PROPERTY TO WHICH AFFIRMED OR TO BE AFFIRMED AND NAME OF RECORD OWNER OF SUCH REAL ESTATE; IF OIL, GAS OR MINERALS, INCLUDE DESCRIPTION OF REAL PROPERTY FROM WHICH TO BE EXTRACTED).

See Exhibit A attached.

6A. _____ SIGNATURE OF RECORD OWNER

6C. \$ _____ MAXIMUM AMOUNT OF RECEIVABLES TO BE SECURED AT ANY ONE TIME (OPTIONAL)

6B. _____ (TYPE) RECORD OWNER OF REAL PROPERTY

7. Check if Applicable <input checked="" type="checkbox"/>	A. <input checked="" type="checkbox"/> Proceeds of collection are also covered	B. <input checked="" type="checkbox"/> Proceeds of collateral are also covered	C. <input type="checkbox"/> Proceeds of above described original collateral in which a security interest was perfected (Debtor's Signature Not Required)	D. <input type="checkbox"/> Collateral was brought into this State subject to security interest in another jurisdiction (Debtor's Signature Not Required)
8. Check if Applicable <input checked="" type="checkbox"/>	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING-UTILITY" IN ACCORDANCE WITH NRS 704.205 AND NRS 104.9403.			

9. (Date) December 2 19 99

By [Signature] (TITLE) Chairman & CEO

Micro Optics Design Corporation
(TYPE NAME(S))

By _____ (SIGNATURE(S) OF SECURED PARTY(IES)) (TITLE)

Sola International Inc,
(TYPE NAME(S))

10. Return Copy to:

NAME ADDRESS CITY, STATE AND ZIP

TWIN Account Number (If Applicable)

11. This Space for Use of Filing Office (Date, Time, File Number and Filing Office)

WRITE Alphanumeric; FIRST-Last-Initial-Department; GREEN-Second Party; BLUE-Debtor.

(State Seal) See Instructions (7-97)

THIS SPACE FOR USE BY FILING OFFICE

Exhibit A

All of Debtor's presently existing, hereafter acquired and future personal property, including, without limitation, Debtor's accounts, general intangibles, deposit accounts, cash, documents, instruments, investment property, inventory, contracts, contract rights, equipment, fixtures, all proceeds and insurance proceeds of the foregoing, all products and profits of the foregoing, and all of Debtor's books and records relating thereto. Including all intellectual property of the Debtor, which includes, all right, title, interest and benefit of the Debtor, in and to any and all:

(a) registered or unregistered trademarks, trademark applications, trademark renewals, business names, service marks, tradenames, domain names and the goodwill pertaining thereto;

(b) inventions, designs, methods, processes and apparatuses, patent applications, patents, continuations continuations-in-part, divisionals, renewals, extensions, reissues;

(c) copyright works, copyright applications, registered copyrights, computer software and source code;

(d) industrial designs;

(e) know-how, trade secrets, formulas, algorithms, processes, data; and

(f) licenses, sublicenses, and franchises.

FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is prepared for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	

D. OPTIONAL DESIGNATION (if applicable): DOMESTIC LESSEE DOMESTIC NON-LESSEE NON-UCC FILING

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME Micro Optics Design Corporation	FIRST NAME	MIDDLE NAME	SUFFIX
OR 1b. INDIVIDUAL'S LAST NAME			
1c. MAILING ADDRESS 23 Mauchly, Suite 100	CITY Irvine	STATE CA	COUNTRY USA
1d. S.E. OR TAX I.D.#	1e. TYPE OF ENTITY OPTIONAL ADDL. INFO RE. ENTITY DEBTOR	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION Organization of a New Brunswick Corporation	1g. ENTITY'S ORGANIZATIONAL I.D.# if any 86-0371293

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
OR 2b. INDIVIDUAL'S LAST NAME			
2c. MAILING ADDRESS	CITY	STATE	COUNTRY
2d. S.E. OR TAX I.D.#	2e. TYPE OF ENTITY OPTIONAL ADDL. INFO RE. ENTITY DEBTOR	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	2g. ENTITY'S ORGANIZATIONAL I.D.# if any

3. SECURED PARTY'S (ORIGINAL SP or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME Boia International Inc.	FIRST NAME	MIDDLE NAME	SUFFIX
OR 3b. INDIVIDUAL'S LAST NAME			
3c. MAILING ADDRESS 2420 Sand Hill Road, suite 200	CITY Menlo Park	STATE CA	COUNTRY USA
3d. S.E. OR TAX I.D.#	3e. TYPE OF ENTITY OPTIONAL ADDL. INFO RE. ENTITY DEBTOR	3f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	3g. ENTITY'S ORGANIZATIONAL I.D.# if any

4. This FINANCING STATEMENT covers the following type or types of property:

See Exhibit A attached.

5. CHECK <input type="checkbox"/> THE FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to provide a security interest (a) to collateral already subject to a security interest in another jurisdiction where it was brought (see UCC §9.203), or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional costs may be required)	7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable
6. REQUIRED SIGNATURE(S) Micro Optics Design Corporation	8. <input type="checkbox"/> THIS FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable) Already Recorded <input type="checkbox"/> <input type="checkbox"/> Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Offices <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
BY: <i>[Signature]</i>	9. C/C The United States Court Co. 1117 Center Road Washington, DC 20001-1207

(2) ACKNOWLEDGMENT COPY

NATIONAL FINANCING STATEMENT (FORM UCC1) (TRANS) (REV. 12/10/85)

Exhibit A

All of Debtor's presently existing, hereafter acquired and future personal property, including, without limitation, Debtor's accounts, general intangibles, deposit accounts, cash, documents, instruments, investment property, inventory, contracts, contract rights, equipment, fixtures; all proceeds and insurance proceeds of the foregoing, all products and profits of the foregoing, and all of Debtor's books and records relating thereto. Including all intellectual property of the Debtor, which includes, all right, title, interest and benefit of the Debtor, in and to any and all:

(a) registered or unregistered trademarks, trademark applications, trademark renewals, business names, service marks, tradenames, domain names and the goodwill pertaining thereto;

(b) inventions, designs, methods, processes and apparatuses, patent applications, patents, continuations continuations-in-part, divisionals, renewals, extensions, reissues;

(c) copyright works, copyright applications, registered copyrights, computer software and source code;

(d) industrial designs;

(e) know-how, trade secrets, formulas, algorithms, processes, data; and

(f) licenses, sublicenses, and franchises.

EXHIBIT B

U.S. PTO FINANCING STATEMENT

RECORDATION FORM COVER SHEET
PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New
 Resubmission (Non-Recordation)
Document ID#
 Correction of PTO Error
Reel # Frame #
 Corrective Document
Reel # Frame #

Conveyance Type

Assignment
 License
 License Merger
 License
 Change of Name
 Other Security Interest

U.S. Government

(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name (line 1) Micro Optics Design Corporation

Name (line 2)

Execution Date

Month Day Year

Second Party

Name (line 1)

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) Sola International Inc.

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Address (line 1) 2420 Sand Hill Road, Suite 200

Address (line 2) Menlo Park

CA, USA

94025

City

State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Recovering Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be received, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail document to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address Area Code and Telephone Number **213-473-2053**

Name **Sean A. Monroe, Esq.**

Address (line 1) **Fried, Frank, Harris, Shriver & Jacobson**

Address (line 2) **350 South Grand Avenue, 32nd Floor**

Address (line 3) **Los Angeles, CA 90071**

Address (line 4) **USA**

Pages Enter the total number of pages of the attached conveyance document including any attachments. # **1**

Application Number(s) or Patent Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
08/969766	09/252685		5,919,080	5,957,637	
			5,919,013		
			5,678,967		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT

PCT PCT PCT

Number of Properties Enter the total number of properties involved: # **11**

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ **0**

Method of Payment Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # **06-0920**
Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Sean A. Monroe, Esq. **December**, 1999

Name of Person Signing Signature Date Signed

EXHIBIT C

**CANADIAN INTELLECTUAL PROPERTY OFFICE
FINANCING STATEMENT**

CANADA

NOTICE OF SECURITY INTEREST - PATENTS

MICRO OPTICS DESIGN CORPORATION, a corporation incorporated and existing under the laws of the Province of New Brunswick (the "Grantor")

- and -

SOLA INTERNATIONAL INC., a Delaware corporation (the "Grantee")

WHEREAS the Grantor is the owner of the patent applications listed in the Schedule A hereto (the "Patents");

AND WHEREAS the Grantor has granted a security interest to the Grantee in respect of the Patents pursuant to the terms and conditions of a Loan and Security agreement between the Grantor, the Grantee and Micro Optics Design Corporation (a Nevada corporation) dated as of December 3, 1999 (the "Security Agreement");

AND WHEREAS the parties hereto are desirous of recording the existence of the security interest of the Grantee against all of the Patents;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties confirm that pursuant to the terms of the Security Agreement, the Grantor has granted and does hereby grant to the Grantee a security interest in the right, title and interest of the Grantor in the Patents, all upon the terms and conditions of the Security Agreement.

EXECUTED as of the 7 day of December, 1999.

MICRO OPTICS DESIGN CORPORATION

By: 

Name: DAVID G. WALLACE

Title: Chairman & CEO

SOLA INTERNATIONAL INC.

By: _____

Name:

Title:

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TRADEMARK
REEL: 002948 FRAME: 0580

SCHEDULE A

Application No.

Title

2262321

Manufacturing Ophthalmic
Lenses using Lens Structure
Cognition and Spatial Position
System

2216670

Ophthalmic Lens Blocker

2228323

Method and Apparatus for
Polishing Ophthalmic Lenses

2260484

Method and Apparatus for
Polishing Ophthalmic Lenses

2238086

Apparatus for cutting a
Workpiece and including a
Kinematic Tool Coupling

2261651

Ophthalmic Lens Generating
Apparatus having Vibration
Dampening Structure

2210127

Apparatus and Method for
Generating Ultimate Surfaces on
Ophthalmic Lenses

DOC.#3559801 v.2

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