

12-13-2002



CORDATION FORM COVER SHEET

Patent and Trademark Office

TRADEMARKS ONLY

Attorney Docket No: VSIII520851

marks: Please record the attached original documents or copy thereof.

102310328

12.10.02

1. Name of conveying party:

Neoptx Inc.

- Individuals
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Washington
- Other

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution date: November 11, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

Additional numbers attached?  Yes  No

2. Name and address of receiving party:

Name: VSI International, Inc.  
Address: 3451 Executive Way  
City: Miramar State: FL ZIP: 33025

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State State of Florida

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

B. Trademark Registration Nos. 2,046,685; 2,067,592; 2,153,486; 2,537,503; 2,136,312

5. Name and address of party to whom correspondence concerning document should be mailed.

Daiva K. Tautvydas, Esq.  
CHRISTENSEN O'CONNOR  
JOHNSON KINDNESS<sup>PLLC</sup>  
1420 Fifth Avenue  
Suite 2800  
Seattle, WA 98101-2347  
206.682.8100

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41):..... \$ 140.00  
Check No. 143863 in the amount of \$140.00 is enclosed.

8. The Commissioner is authorized to charge any fees that may be required or credit any overpayment to Deposit Account Number 03-1740.

DO NOT USE THIS SPACE

9. 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.*

Daiva K. Tautvydas  
Name of Attorney or Agent  
Registration No. 36,077  
Direct Dial 206.695.1727

Signature

12/11/02  
Date

Total number of pages including cover sheet, attachments and documents: 40.00 DP  
400.00 DP

OMB No. 0651-0011 (exp. 4/94)

I hereby certify that this correspondence is being deposited with the U.S. Postal Service in a sealed envelope as first class mail with postage thereon fully prepaid addressed to: Director - U.S. Patent and Trademark Office, BOX ASSIGNMENTS, Washington, D.C. 20231, on the date indicated below.

Date: 12/5/02

Signature of person mailing document

12/12/2002 LUPELLER 0000115 2046685  
01 EC:0521  
02 FT:0522

## EXHIBIT B

### ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is entered into as of this 11<sup>th</sup> day of November, 2002, by and between NEOPTX, INC., a Washington corporation ("Assignor"), and VSI INTERNATIONAL, INC., a Florida corporation ("Assignee").

#### RECITALS

A. Assignor (and Seller) and Assignee entered into a certain Asset Purchase Agreement dated October 18, 2002 (the "Asset Purchase Agreement") pertaining to the sale of certain of the assets of Assignor comprising Seller's business of manufacturing, marketing, distributing and selling hydrostatic corrective lenses (collectively, the "Business").

B. Assignor desires to effect the assignment of such assets in the form of an instrument delivered to Assignee as contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Incorporation of Defined Terms.** Capitalized terms used in this Assignment and not defined herein shall have the same meaning(s) ascribed to such terms in the Asset Purchase Agreement.

2. **Assignment of Intellectual Property.** Assignor hereby grants, conveys, bargains, sells, transfers, assigns and delivers unto Assignee all of Assignor's right, title and interest in and to (i) the Specified Patents and Patent Applications identified on Schedule B-1 annexed hereto; and (ii) the Specified Trademarks and Trademark Registrations identified on Schedule B-2 annexed hereto, together with the good will of the business symbolized by the trademarks; and all claims for damages for past infringement of any of the rights assigned hereby.

3. **Effect of Asset Purchase Agreement.** This Assignment does not modify, amend or otherwise change the representations, warranties and covenants of Assignor and Assignee set forth in the Asset Purchase Agreement regarding the subject matter of this instrument. The representations, warranties and covenants of Assignor set forth in the Asset Purchase Agreement are incorporated in this instrument as fully set forth herein.

4. **Power of Attorney.** To further effectuate Assignee's rights under this Assignment, Assignor hereby constitutes and irrevocably appoints Assignee its true and lawful attorney-in-fact, which appointment is coupled with an interest, with full power of substitution, and empowers said attorney or attorneys in the name of Assignor, but at the option of said attorney-in-fact, to execute, acknowledge file and deliver any and all instruments and documents that Assignee may deem necessary or proper to vest in Assignee unencumbered title to:

- (i) the Specified Patents and Patent Applications identified on Schedule B-1 annexed hereto; and
- (ii) the Specified Trademarks and Trademark Registrations identified on Schedule B-2 annexed hereto, together with the good will of the business symbolized by the Trademarks and Trademark Registrations; and
- (iii) all claims for damages for past infringement of any of the rights assigned hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSIGNOR:

ASSIGNEE:

NEOPTX, INC.  
a Washington corporation

VSI International, Inc., a Florida corporation

By: Cynthia Olson  
Its: Manager, Corp. Finance

By: Myron Polinsky  
Its: President

STATE OF WASHINGTON )  
 ) :ss  
COUNTY OF King )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of November, 2002 by Cynthia T. Olson, as Manager, Corp. Finance of NEOPTX, INC., a Washington corporation, on behalf of the corporation, ~~who~~ who is personally known to me ~~or~~ who has produced as identification.

Kody Kilcrease  
Notary Public, STATE OF WASHINGTON

Print Name: Kody Kilcrease

My Commission Expires: 1-31-04

STATE OF WASHINGTON )  
 ) :ss  
COUNTY OF KING )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of November, 2002 by MYRON ORLINSKY, as PRESIDENT, of VSI International, Inc., a Florida corporation, on behalf of the corporation, I who is personally known to me or I who has produced DRIVER LICENSE as identification.

Kody Kilcrease  
Notary Public, STATE OF WASHINGTON

Print Name: KODY KILCREASE

My Commission Expires: 1-31-04

**Schedule B-1****Patents****Domestic**

<b>Country</b>	<b>Title</b>	<b>Number</b>
USA	Packaging Container for Stick-On	5,484,098
USA	Adherent Corrective Lens	5,478,824
USA	Adherent Corrective Lens	6,170,952

**Foreign**

<b>Country</b>	<b>Title</b>	<b>Number</b>
Mexico	Aliphatic Thermoplastic Polyurethane	949314
Argentina	Aliphatic Thermoplastic Polyurethane	330300
Australia	Aliphatic Thermoplastic Polyurethane	14338/95
Brazil	Aliphatic Thermoplastic Polyurethane	P1 9408275-8
Canada	Aliphatic Thermoplastic Polyurethane	2,177,715
Japan	Aliphatic Thermoplastic Polyurethane	1995-516382
South Korea	Aliphatic Thermoplastic Polyurethane	1996-702998
EPC	Aliphatic Thermoplastic Polyurethane	95905900.7

## Schedule B-2

## Trademarks and Registrations

Domestic

Country	Name	Serial Number	TM Registration (if applicable)
USA	NEOPTX	74/706,190	2,0330,050
USA	THE EYE SITE	75/041,572	2,046,685
USA	OPTX 20/20	74/621,215	2,067,592
USA	DIVE OPTX	75/202,749	2,153,486
USA	SOFT READING LENSES	76/227,349	2,537,503
USA	MAGNOPTX	75/179,893	2,136,312

Foreign

Country	Name	Serial Number	TM Registration (if applicable)
Argentina	OPTX 20/20	1989034	1.598.852
Canada	OPTX 20/20	786,927	549,142
Mexico	OPTX 20/20	238287	531,022
Argentina	NEOPTX	2.018.618	1.652.337
Austria	NEOPTX	AM 456/96	164 154
Benelux	NEOPTX	863474	590266
Brazil	NEOPTX	819015067	
Canada	NEOPTX	802,538	521,820
Costa Rica	NEOPTX	99518	97,662
Denmark	NEOPTX	VA 00.366 1996	VR 02.700 1997
Finland	NEOPTX	0300/96 202797	
France	NEOPTX	96/607200	9660720
Germany	NEOPTX	396 01 799.1	396 01 799
United Kingdom	NEOPTX	2052150	2052150
Greece	NEOPTX	128084	128084
Ireland	NEOPTX	96/0339	174194
Italy	NEOPTX	RM 95 C012181	733798
Japan	NEOPTX	1996-003763	
South Korea	NEOPTX	96-1856	383284
Mexico	NEOPTX	252,840	578846
Italy	OPTX 20/20	RM 95 C012180	733797
Philippines	NEOPTX	106584	4-1996-107668
Portugal	NEOPTX	314984	314984
South Africa	NEOPTX	96/0568	96/0568

Country	Name	Serial Number	TM Registration (if applicable)
Spain	NEOPTX	2008047	2008047
Portugal	OPTX 20/20	318980	318.980
Community	NEOPTX	512244	512244
Benelux	DIVE OPTX	891525	611067
Canada	DIVE OPTX	841,788	
Indonesia	DIVE	431955	
Italy	DIVE OPTX	MI 97 C003197	789452
Japan	DIVE OPTX	1997-110809	4359121
Malaysia	DIVE OPTX	97-05464	97005464
United Kingdom	DIVE OPTX	2129669	
Benelux	NEOPTX	0981586	698239
Australia	MAGNOPTX	731873	731873
France	MAGNOPTX	97/672908	97672908
Germany	MAGNOPTX	397 15 942.0	397 15 942
Italy	MAGNOPTX	MI 97 C003196	789451
Singapore	MAGNOPTX	4202/97	4202/97
Taiwan	MAGNOPTX	86-16962	794555
United Kingdom	MAGNOPTX	2129179	2129179