

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOVARTIS AG CORPORATION		02/23/2005	CORPORATION: SWITZERLAND
RECEIVING PARTY DATA			
Name:	UNILENS CORP. USA		
Street Address:	10431 72ND STREET NORTH		
City:	LARGO		
State/Country:	FLORIDA		
Postal Code:	33777		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78587614	SOFTCON	
Registration Number:	0993877	AQUAFLEX	
CORRESPONDENCE DATA			
Fax Number:	(727)321-6745		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(727) 480-3605		
Email:	BUDDLAW@TAMPABAY.RR.COM		
Correspondent Name:	WILLIAM K. BUDD		
Address Line 1:	2600 FAIRWAY AVE S		
Address Line 4:	ST. PETERSBURG, FLORIDA 33712-3913		
NAME OF SUBMITTER:	WILLIAM K. BUDD, ATTORNEY		
Signature:	/WILLIAM K. BUDD/		
Date:	04/04/2005		

OP \$65.00 78587614

Total Attachments: 3

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**TRADEMARK
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Assignment of Trademarks

FOR GOOD AND VALUABLE CONSIDERATION the receipt and sufficiency of which are hereby acknowledged, effective as of the 23rd day of February 2005 (the "Transfer Date"), Novartis AG Corporation, a Swiss corporation having an address at CH-4002, Basel, Switzerland ("Assignor"), assigns to Unilens Corp. USA, a Delaware corporation having offices at 10431 72nd Street North; Largo, Florida 33777 ("Assignee") the following (collectively, the "Assigned Property"):

- 1) All rights, titles and interest in the marks set forth in Exhibit A attached hereto and incorporated herein by this reference, the goodwill of the business symbolized by said marks, and all registrations thereof as set forth in Exhibit A (collectively, the "Marks")

Furthermore, as of the Transfer Date, Assignor represents and warrants to Assignee that:

- 1) Assignor is the exclusive owner of the Assigned Property and has the right to assign the Assigned Property to Assignee;
- 2) Neither Assignor nor any person or legal entity controlling, controlled by, or under common control with Assignor (an "Affiliate") has assigned, licensed, or conveyed any rights or interest in the Marks that are, or could be, inconsistent with the rights granted to Buyer hereunder;
- 3) To the knowledge of Assignor, no third party is violating or infringing on the Marks;
- 4) The execution, delivery, and performance of this Assignment and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action of the part of the Assignor, and this Assignment has been duly and validly executed and delivered and constitutes the legal, valid, and binding obligation of the Assignor, enforceable in accordance with its term;
- 5) The Assignor has good and marketable title to the Assigned Property, free and clear of any claims of third parties;
- 6) To Assignor's knowledge, there are no pending or threatened legal actions, claims, or proceedings against Assignor that relate, directly or indirectly, to the Assets; and

- 7) Assignor is now, and has heretofore been, in compliance with all applicable laws, rules, regulations, orders, and judgments of any governmental authorities applicable to the Assigned Property and has undertaken all action in accordance therewith required to be taken in connection with the assignment of the Assigned Property, including, without limitation, obtaining the authorization, consent, and approval of all relevant governmental entities.

At the request of the Assignee, Assignor will take all other action necessary or appropriate for the further assurance of the assignment of the Assigned Property by Assignor to Assignee including, without limitation, the execution of additional assignments relating to the assignment of the Marks as required by the applicable jurisdiction for registration and assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of the 23rd day of February 2005.

NOVARTIS AG

By: L. Degen - Olivetti K. Maier
Name: L. Degen - Olivetti K. Maier
Title: Authorized signatories
Date: March 10, 2005

EXHIBIT A

trademark	country	class(es)	fil. date	fil. nr.	reg. date	reg. nr.	status
SOFTCON	CANADA			367328	27.12.1989	204146	Next formality 27-DEC-19
SOFTCON	CHILE	09	24/01/1992	198376	31/07/1992	389982	Next formality 31-JUL-12
SOFTCON	COLOMBIA	09	28/01/1992	354227	29/11/1993	144576	Next formality 29-NOV-13
SOFTCON	ECUADOR	09	20/02/1992	30321	16/11/1992	2855-92	Next formality 16-NOV-12
SOFTCON	GERMANY	05.09	16/06/1988	525857	16/06/1988	525857	Next formality 16-JUN-08
SOFTCON	GERMANY	09	21/08/1979		21/08/1989	997332	Next formality 21-AUG-09
SOFTCON	GREECE	05.09	21/05/1998	136971	18/04/2000	136971	Next formality 18-APR-05
SOFTCON	INTERNATIONAL	05.09	16/06/1988	525857	16/06/1988	525857	Next formality 16-JUN-08
SOFTCON	PANAMA	05	13/03/1992	060426	11/01/1994	60426	Next formality 11-JAN-14
SOFTCON	SINGAPORE	09	21/12/1984			6584/84	Next formality 31-DEC-11
SOFTCON	SOUTH KOREA	34	04/03/1986		19/03/1997	139647	Next formality 19-MAR-07
SOFTCON	SPAIN	05.09	16/06/1988	525857	16/06/1988	525857	Next formality 16-JUN-08
SOFTCON	SWITZERLAND	05.09	16/12/1987		16/12/1987	362497	Next formality 16-DEC-07
SOFTCON	TAIWAN	09	01/05/1996	84034213			Registration in progress 01-MAY-96
SOFTCON	URUGUAY	09	04/02/1992	251198	26/08/1993	215198	Next formality 26-AUG-13
SOFTCON	U.S.A	9	25.02.2005				Registration in progress 25-FEB-05
SOFTCON	VENEZUELA	09	14/01/1992	42792	07/10/1994	188225	Formality in progress 07-OCT-04
AQUAFLEX	ARGENTINA	09	28/12/1988	1676471	28/02/1994	1504223	Next formality 21-MAY-14
AQUAFLEX	BARBADOS	05	15/10/1990		20/10/1997	817147	Next formality 20-OCT-07
AQUAFLEX	BARBADOS	09	15/10/1990		20/10/1997	817142	Next formality 20-OCT-07
AQUAFLEX	COLOMBIA	09	22/12/1988	296792	22/02/1996	185878	Next formality 22-FEB-06
AQUAFLEX	EL SALVADOR	09	14/02/1989		14/05/1992	32/10	Next formality 14-MAY-12
AQUAFLEX	IRELAND	9	26/02/1994		26/02/1994	B83010	Next formality 26-FEB-08
AQUAFLEX	JAPAN	9	02/12/1997	182251/1997	21/04/2000	4378974	Next formality 21-APR-03
AQUAFLEX	LEBANON	3.5.9	25/03/1989	52863	25/02/1989	52863	Formality in progress 25-FEB-04
AQUAFLEX	SWITZERLAND	03.05.09	17/03/1989	214289	17/03/1989	371391	Next formality 17-MAR-09
AQUAFLEX	UNITED KINGDOM	09	06/03/1973	1007650	06/03/1994	1007650	Next formality 06-MAR-08
AQUAFLEX	U.S.A		9 05.02.1973	447870	24.09.1974	993877	Renewal requested
AQUAFLEX	VENEZUELA	24	27/12/1988	24506-88	31/10/1996	191789	Next formality 31-OCT-06
AQUAFLEX (LATIN/KATAKANA)	JAPAN	23	12/09/1986	129260/1986	31/07/1989	2157952	Next formality 31-JUL-09

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RECORDED: 04/04/2005

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