

**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                           |
|---------------|----------|----------------|---------------------------------------|
| Con-Cise, LLC |          | 04/02/2007     | LIMITED LIABILITY COMPANY: CALIFORNIA |

**RECEIVING PARTY DATA**

|                 |                                     |
|-----------------|-------------------------------------|
| Name:           | ABB/Con-Cise Optical Group LLC      |
| Street Address: | 12301 NW 39th Street                |
| City:           | Coral Springs                       |
| State/Country:  | FLORIDA                             |
| Postal Code:    | 33065                               |
| Entity Type:    | LIMITED LIABILITY COMPANY: DELAWARE |

**PROPERTY NUMBERS Total: 7**

| Property Type        | Number   | Word Mark               |
|----------------------|----------|-------------------------|
| Serial Number:       | 78283896 | REVLENS                 |
| Serial Number:       | 78283912 | BIOLENS                 |
| Registration Number: | 1083311  | OXYFLOW                 |
| Registration Number: | 1102574  | PLIAFLEX                |
| Registration Number: | 2369463  | OXYCON                  |
| Registration Number: | 1700750  | PRIMARY EYECARE NETWORK |
| Registration Number: | 1950462  | P.E.N.                  |

**CORRESPONDENCE DATA**

Fax Number: (510)836-2595  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 510-832-8700  
 Email: kskinner@bsblp.com  
 Correspondent Name: Kathleen A. Skinner  
 Address Line 1: One Kaiser Plaza Suite 750

OP \$190.00 78283896

Address Line 4: Oakland, CALIFORNIA 94612

ATTORNEY DOCKET NUMBER:

K3078-501

NAME OF SUBMITTER:

Kathleen A. Skinner

Signature:

/Kathleen A. Skinner/

Date:

07/17/2008

**Total Attachments: 4**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment"), effective as of April 2, 2007, is made and entered into by and between Con-Cise, LLC, a California limited liability company ("Assignor"), and ABB/Con-Cise Optical Group LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Contribution Agreement (as defined below).

**RECITALS**

WHEREAS, Assignor is a party to that certain Contribution Agreement made as of April 2, 2007 ("Contribution Agreement") between and among Alvaco Trading Company d/b/a ABB Optical North America, a Florida corporation, Assignor and Assignee;

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademarks identified on Schedule A attached hereto (the "Trademarks") and the copyrights identified on Schedule B attached hereto (the "Copyrights," and together with the Copyrights the "Intellectual Property");

WHEREAS, Assignor wishes to assign the Intellectual Property to Assignee and Assignee wishes to acquire the entire right, title and interest in and to the Intellectual Property.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, assigns, sells, transfers, quitclaims, conveys, and sets over to Assignee, any and all of its right, title and interest in and to the Intellectual Property, including the registrations and inventions thereof, the same to be held and enjoyed by Assignee, for its own use and enjoyment, to have and to hold, for the full duration of all such rights, and for the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor, if this assignment had not been made, together with that portion of the goodwill of Assignor's business associated with or symbolized by any of the Intellectual Property, as well as all claims for damages by reason of past infringement of any of the Intellectual Property, with the right to sue for, and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.

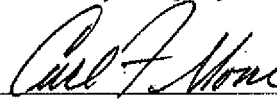
*(Signature Page Follows)*

IN WITNESS WHEREOF, the parties hereby have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

CON-CISE, LLC,  
a California limited liability company

By: \_\_\_\_\_

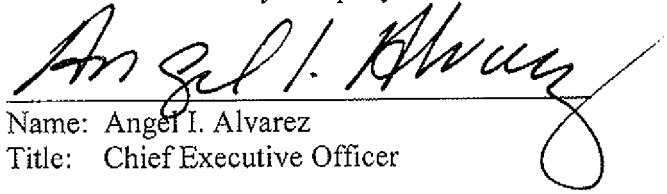


Name: Carl F. Moore

Title: Chairman and Chief Executive Officer

ASSIGNEE:

ABB/CON-CISE OPTICAL GROUP LLC,  
a Delaware limited liability company

By:   
Name: Angel I. Alvarez  
Title: Chief Executive Officer

**SCHEDULE A**  
**TRADEMARKS**

|        | <u>Title</u>            | <u>Trademark Number</u> | <u>Registration Date</u>    |
|--------|-------------------------|-------------------------|-----------------------------|
| (i)    | Revlens                 | 78283896<br>(Serial #)  | 08/06/2003<br>(filing date) |
| (ii)   | Biolens                 | 78283912<br>(Serial #)  | 08/06/2003<br>(filing date) |
| (iii)  | Bionite                 | 2383917                 | 09/05/2000                  |
| (iv)   | Oxyflow                 | 1083311                 | 01/24/1978                  |
| (v)    | Pliaflex                | 1102574                 | 09/19/1978                  |
| (vi)   | Oxycon                  | 2369463                 | 07/18/2000                  |
| (vii)  | Primary Eyecare Network | 1683615                 | 04/14/1992                  |
| (viii) | Primary Eyecare Network | 1700750                 | 07/14/1992                  |
| (ix)   | P.E.N.                  | 1950462                 | 01/23/1996                  |