

## 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
Optobionics Corporation		09/09/2008	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Dr. Alan Y Chow		
Street Address:	191 Palamino Place		
City:	Wheaton		
State/Country:	ILLINOIS		
Postal Code:	60187		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2656817	OPTOBIONICS	
CORRESPONDENCE DATA			
Fax Number:	3126272302		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-876-1700		
Email:	ipmail@dykema.com		
Correspondent Name:	Timothy K. Sendek		
Address Line 1:	10 S. Wacker Drive		
Address Line 2:	Suite 2300		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	065578-0002		
NAME OF SUBMITTER:	Timothy K. Sendek		
Signature:	/s/Timothy K. Sendek		

Date:

06/25/2013

**Total Attachments: 9**

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## **DOMAIN NAME AND TRADEMARK ASSIGNMENT AGREEMENT**

This Domain Name and Trademark Assignment Agreement ("Agreement") between Optobionics Corporation, a corporation duly incorporated under the laws of the state of Delaware. ("SELLER"), and Alan Y. Chow, an individual with a primary residence at 191 Palamino Place, Wheaton, Illinois ("PURCHASER"), is effective as of June 1, 2008 ("Effective Date").

### **RECITALS**

**WHEREAS**, Seller is the registered owner of the rights to the domain names listed in Schedule A (the "Domain Names");

**WHEREAS**, Optobionics has developed and Seller as Trustee in bankruptcy for Optobionics is the owner of the common law and statutory rights in the trademarks listed in Schedule B (the "Marks"); and.

**WHEREAS**, Seller wishes to sell and Purchaser wishes to purchase all of Seller's rights in and to the Domain Names and Marks (collectively the "Property") in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SELLER and PURCHASER agree as follows:

1. **Conveyance**. SELLER hereby conveys, sells, assigns, and transfers to PURCHASER all right, title and interest in and to the Property together with any and all good will, if any, symbolized by such Property and the right to sue and recover for past infringement(s) thereof, and the right to any renewals and extensions thereof that exist or may be secured, subject to the terms and conditions of this Agreement, as of the Effective Date.

2. **Consideration**. As consideration for the sale of the Property, PURCHASER agrees to pay SELLER Five Thousand dollars (\$5,000.00) in cash or by personal check.

3. **Representations, Warranties and Covenants of SELLER**. SELLER states to the best of her knowledge to PURCHASER that (i) SELLER as Trustee in bankruptcy is the sole lawful owner of and has good and marketable title to the Property free and clear of any and all liens and encumbrances; (ii) SELLER has not transferred, assigned or otherwise encumbered any of its rights, title or interest in the Property; (iii) SELLER does not own rights in or to any other domain name, trademark, service mark, trade name or any other source identifier incorporating the Marks, or any similar variation thereof, other than the Property; (iv) upon the sale of the Property to PURCHASER, SELLER shall own no trademark or other intellectual property interest in the Property and shall not hereafter claim any such interest; (v) SELLER has the full power and authority to execute this Agreement and to transfer the Property to PURCHASER in accordance with the terms and conditions hereof; (vi) SELLER has no knowledge of any claims, disputes or litigation regarding the use of the Property; (vii) SELLER will not execute any agreement in conflict with this Agreement; (viii) as of the Effective Date, SELLER has ceased using any domain name, trademark, service mark, trade name or any other source identifier incorporating the Marks or any similar variation thereof and will not adopt any mark or trade name that is confusingly similar to the Marks; and (ix) SELLER will not contest PURCHASER's ownership of the

Marks or any registrations or applications that incorporate the Marks, or any similar variation thereof, with the United States Patent and Trademark Office or any equivalent foreign office.

4. Further Assurances. SELLER shall, upon request of PURCHASER, execute and deliver such further instruments and documents and do such further acts and things as may be reasonably required to fully effectuate the transactions contemplated by this Agreement, including but not limited to: (i) execute all papers and to perform such other proper acts as PURCHASER may deem necessary to secure for PURCHASER or its designee the rights herein assigned; and (ii) take any actions necessary or desirable to PURCHASER to effect the transfer of the Domain Name to a hosting service to be designated by PURCHASER. If, after reasonable effort, PURCHASER is unable to secure SELLER's signature on any document needed to transfer the Property, the hosting service, or any other right or protections relating to the Property, SELLER hereby designates, appoints, and grants power of attorney to PURCHASER and its duly authorized officers and agents as SELLER's agents and attorneys-in-fact, to act for and on SELLER's behalf, to execute, verify and file any such documents and to do all other lawfully permitted acts to further the transfer, prosecution, registration, issuance, or renewal the Property, and other rights and protections thereon with the same legal force and effect as if executed by SELLER. Such appointment shall be irrevocable and coupled with an interest.

5. Fees and Taxes. Each party shall be responsible for its own fees, costs and expenses incurred in connection with the transfer of the Property and the payment of any applicable taxes.

6. Notices. All notices under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) sent by overnight express carrier, addressed in each case as follows:

For PURCHASER: Alan Y. Chow  
191 Palamino Place  
Wheaton, Illinois 60187

For SELLER: Optobionics Corporation  
c/o Brenda Porter Helms  
3400 W. Lawrence Avenue  
Chicago, Illinois 60625

All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next business day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third business day following the day sent or when actually received.

7. Amendment. This Agreement may be amended or modified only by a written instrument executed by both SELLER and PURCHASER.

8. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois, without regard to its principles of conflicts of law.

9. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, both parties and their respective successors and assigns, including any corporation with which, or

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into which, either party may be merged or which may succeed to its assets or business, provided, however, that SELLER shall not assign its obligations without the written permission of PURCHASER, which shall not be unreasonably withheld.

10. Delay or Omission. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

11. Captions. The captions of the Paragraphs of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any Paragraph of this Agreement.

12. Invalidity. In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or implied thereby.

13. Entire Agreement. This Agreement is a total and complete integration of any and all representations and agreements existing between the parties and supersedes any prior oral or written representations and agreements between them. The parties signing below have the full power and authority to bind their respective companies to all the terms and conditions of this Agreement. *This Agreement is subject to Court approval in Optobionics 08-08141.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date. *Sept. 9, 2008*

PURCHASER  
By: *Alan Yeh Kwon Chow*  
Title:  
Print Name: ALAN YEH KWON CHOW

SELLER *BPH*  
By: *Brenda Heims*  
PrintName: Brenda Heims, Trustee

*BPH*

**SCHEDULE A**

Domain Names: Optobionics.com  
Optobionics.net  
Optobionics.org

Chow 9/2/2008

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TRADEMARK  
REEL: 005056 FRAME: 0135

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**SCHEDULE B**

Trademark: ASR, Artificial Silicon Retina  
Country: Canada  
Application No. 1,149,195  
Filing Date: August 13, 2002

Trademark: ASR, Artificial Silicon Retina  
Country: European Community  
Registration No. 002827095  
Filing Date: August 12, 2002  
Registration Date: January 11, 2004

Trademark: ASR, Artificial Silicon Retina  
Country: Japan  
Registration No. 4671911  
Filing Date: August 13, 2002  
Registration Date: August 13, 2002

Trademark: ASR, Artificial Silicon Retina  
Country: Republic of Korea  
Registration No. 572713  
Filing Date: August 23, 2002  
Registration Date: January 28, 2004

Trademark: ASR, Artificial Silicon Retina  
Country: Mexico  
Registration No. 778256  
Filing Date: August 20, 2002  
Registration Date: February 12, 2003

Trademark: ASR, Artificial Silicon Retina  
Country: United States of America  
Registration No. 2,767,019  
Filing Date: February 9, 1999  
Registration Date: September 23, 2003

Trademark: MPA  
Country: European Community  
Registration No. 002827079  
Filing Date: August 12, 2002  
Registration Date: August 12, 2002

Trademark: MPA  
Country: Republic of Korea  
Registration No. 572711  
Filing Date: August 23, 2002  
Registration Date: January 28, 2004

Trademark: MPA  
Country: Mexico  
Registration No. 777146  
Filing Date: August 20, 2002  
Registration Date: August 20, 2002

SCHEDULE B - continued

Trademark: OPTOBIONICS  
Country: Canada  
Application No. 1,149,098  
Filing Date: August 12, 2002

Trademark: OPTOBIONICS  
Country: Japan  
Registration No. 4671910  
Filing Date: August 13, 2002  
Registration Date: August 13, 2002

Trademark: OPTOBIONICS  
Country: Republic of Korea  
Registration No. 572712  
Filing Date: August 23, 2002  
Registration Date: January 28, 2004

Trademark: OPTOBIONICS  
Country: Mexico  
Registration No. 778257  
Filing Date: August 20, 2002  
Registration Date: February 12, 2003

Trademark: OPTOBIONICS  
Country: United States of America  
Registration No. 2,656,817  
Filing Date: February 9, 1999  
Registration Date: December 3, 2002

Trademark: OPTOBIONICS & Design  
Country: Canada  
Application No. 1,184,279  
Filing Date: July 25, 2003

Trademark: OPTOBIONICS & Design  
Country: European Community  
Registration No. 003342417  
Filing Date: July 28, 2003  
Registration Date: June 26, 2006

Trademark: OPTOBIONICS & Design  
Country: Japan  
Registration No. 4744802  
Filing Date: July 30, 2003  
Registration Date: January 30, 2004

Trademark: OPTOBIONICS & Design  
Country: Republic of Korea  
Registration No. 610855  
Filing Date: July 29, 2003  
Registration Date: March 9, 2005

Trademark: OPTOBIONICS & Design  
Country: Mexico  
Registration No. 808405  
Filing Date: July 28, 2003  
Registration Date: September 30, 2003

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**SCHEDULE B - continued**

Trademark: OPTOBIONICS & Design  
Country: United States of America  
Registration No. 2,861,335  
Filing Date: July 23, 2002  
Registration Date: July 6, 2004

Trademark: TECHNOLOGY FOR VISION  
Country: Japan  
Registration No. 4698336  
Filing Date: August 13, 2002  
Registration Date: August 8, 2003

Trademark: TECHNOLOGY FOR VISION  
Country: Mexico  
Registration No. 777147  
Filing Date: August 20, 2002  
Registration Date: August 20, 2002

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

<b>IN THE MATTER OF:</b>	)	<b>CHAPTER 7</b>
	)	
<b>OPTOBIONICS CORPORATION,</b>	)	<b>CASE NO. 07-08141</b>
	)	
	)	<b>JUDGE SQUIRES</b>
<b>DEBTOR.</b>	)	

**ORDER APPROVING SALE OF DOMAIN NAMES  
AND TRADEMARKS**

THIS CAUSE COMING TO BE HEARD on the Motion of Brenda Porter Helms, Trustee, for Approval of the sale of Debtor's Domain Names and Trademarks to Dr. Alan Chow, all as specified in Trustee's Motion; this Court finding that two weeks' notice to all creditors of this estate scheduled as actually having an amount due to them is sufficient under Rule 2002 of the Federal Rules of Bankruptcy Procedure, and the Court, having reviewed the Motion and considered the representations of Trustee and her Counsel, finding that the aforesaid sales are reasonable and the product of arms-length negotiations; now therefore

IT IS HEREBY ORDERED that Trustee's Motion for Approval of Sale of Domain Names and Trademarks be, and it hereby is granted; and it is further

ORDERED that the Agreement and all of the terms and conditions thereof be, and they hereby are approved; and it is further

ORDERED that Trustee be, and she hereby is, authorized to sell the Domain Names and Trademarks (as defined in the Agreement) to Dr. Alan Chow for \$5,000.00.

Dated: September 26, 2008

Entered:



United States Bankruptcy Judge

Prepared by:

David R. Brown  
Springer, Brown, Covey, Gaertner & Davis, LLC  
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Wheaton, IL 60187  
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