

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Optobionics Corporation		09/09/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Dr. Alan Chow		
Street Address:	191 PALAMINO PLACE		
City:	Wheaton		
State/Country:	ILLINOIS		
Postal Code:	60189		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2861335	OPTOBIONICS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipmail@dykema.com		
Correspondent Name:	Jonathan E Giroux		
Address Line 1:	10 S Wacker Dr.		
Address Line 2:	Suite 2300		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	065578-0003		
NAME OF SUBMITTER:	Jonathan Giroux		
SIGNATURE:	/Jonathan Giroux/		
DATE SIGNED:	01/06/2015		
Total Attachments: 7			
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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 08-07141.*

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

PURCHASER
By: *[Signature]*
Title:
Print Name: ALAN YEH KWON CHOW

SELLER *BPH*
By: *[Signature]*
PrintName: Brenda Heims, Trustee

BPH

SCHEDULE A

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

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TRADEMARK
REEL: 005435 FRAME: 0074

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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

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RECORDED: 01/06/2015

TRADEMARK
REEL: 005435 FRAME: 0077

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