

08-13-1999

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TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS. PLEASE RETURN THE ATTACHED original documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Eyesys Technologies

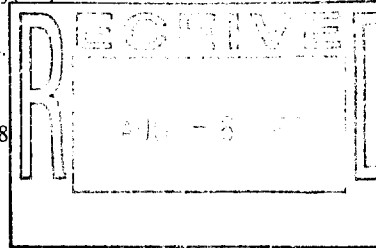
- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Delaware
- Other:

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

2. Name and address of receiving party(ies):

Name: Premier Laser Systems, Inc.  
Internal Address:  
Street Address: 3 Morgan  
City: Irvine State: CA ZIP: 92618

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Delaware



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

(Designations must be a separate document from Assignment)

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

8-6-99

3. Nature of conveyance:

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

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) February 24, 1999

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

- a. Trademark Application No(s):
- b. Trademark Registration No(s):  
2,136,132; 1,789,249; and 1,788,833

Additional numbers attached?  Yes  No

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

Name: Jeffrey L. Van Hoosear  
KNOBBE, MARTENS, OLSON & BEAR, LLP  
Customer No. 20,995

Internal Address: Sixteenth Floor  
Street Address: 620 Newport Center Drive  
City: Newport Beach State: CA ZIP: 92660  
Attorney's Docket No.: PREMLS.138GEN

7. Total fee (37 CFR 3.41): \$90

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 3

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.

Stacey R. Halpern  
Name of Person Signing

*St R. Halpern*  
Signature

August 4, 1999  
Date

Total number of pages including cover sheet, attachments and document: 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

08/11/1999 NTHA11 00000073 2136132  
01 FC:481 40.00 DP  
02 FC:482 20.00 DP  
DOCS\SRH\SRH-1326.DOC\042

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 30 day of September, 1997 by and between Eyesys Technologies, a Delaware corporation having a place of business at 3 Morgan, Irvine CA 92618 (hereinafter referred to as "ASSIGNOR"), and Premier Laser Systems, Inc., a Delaware corporation having a place of business at 3 Morgan, Irvine, California 92618 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademarks") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark registrations relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademarks and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademark(s) set forth in Schedule A;
- (2) the Registration(s) set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR;

together with the goodwill symbolized by said Trademarks, Registrations, and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Executed at Irvine, this 24th day of February, 1998<sup>9</sup>.

Eyesys Technologies,  
a Delaware corporation

By: *Collette Cozart*

Name: \_\_\_\_\_

Title: *Exec. VP*

Executed at Irvine, this 24th day of February, 1998<sup>9</sup>.

Premier Laser Systems, Inc.,  
a Delaware corporation

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

Name: *Collette Cozart*

Title: *CEO*

**SCHEDULES TO TRADEMARK ASSIGNMENT**

**SCHEDULE A**

Trademarks

**MARKS**

PRO-FIT  
EYESYS  
TOMORROW'S VISION TODAY  
EYE LOGO DESIGN

**SCHEDULE B**

Federal Trademark Registration(s):

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
PRO-FIT	2,136,132	02/10/98	9
EYESYS	1,789,249	08/24/93	9 & 10
TOMORROW'S VISION TODAY	1,788,833	08/17/93	9 & 10

SRH-4869  
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