

06-08-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 50.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002310 FRAME: 0983

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Dwayne K. Goetzel

05/25/01

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)

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Trademark Assignment Agreement

This Trademark Assignment Agreement (the "Agreement") is made as of the date indicated below (the "Effective Date") by and between ODC Holdings, Inc., a Delaware corporation, which maintains a principal business address of 10100 Bluegrass Parkway, Louisville, Kentucky 40299 ("Assignor"), and Optical Dynamics Corporation, a Delaware corporation, which maintains a principal business address of 10100 Bluegrass Parkway, Louisville, Kentucky 40299 ("Assignee"), as follows:

BACKGROUND

A. Assignor is the owner of the trademarks, service marks, trade names and any and all trade dress associated therewith (the "Marks") as described in the attached **Exhibit A**, together with the goodwill of the business symbolized thereby and appurtenant thereto.

B. Assignor has used the Marks on or in connection with (1) equipment and machines for making and coating eyeglass lenses, chemicals to manufacture lenses, lens curing chambers, lens coating chambers, lens molds, lens mold gaskets, lens coating applicators, lens chambers air coolers and lens chamber cooled air distribution ducts and fans, eyeglasses, eyeglass lenses, eyeglass frames, ophthalmic lenses, contact lenses, and parts and accessories therefor, compositions to coat ophthalmic lenses, compositions to form ophthalmic lenses, and compositions applied to ophthalmic lenses (the "Products"), and (2) services related thereto (the "Services");

C. Assignor owns the trademark applications and registrations (the "Applications/Registrations") for the Marks described in the attached **Exhibit B**;

D. Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its worldwide rights, titles, and interests in and to the Marks (including the business goodwill symbolized thereby and appurtenant thereto), the Applications/Registrations.

NOW, THEREFORE, Assignor and Assignee, in consideration of the mutual agreements contained herein and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

Section 1

ASSIGNMENT

1.1 Grant for the Marks. Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's worldwide rights, titles, and interests in and to the Marks, together with:

- (a) the goodwill of the business of Assignor relating to the Products and Services upon or in connection with which the Marks are used, for which Applications/Registrations have been sought;

- (b) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements, misappropriations and other unauthorized uses of the Marks;
- (c) all rights to sue for past, present, and future infringements, misappropriations, or unauthorized uses of the Marks; and
- (d) the Applications/Registrations.

1.2 Grant for the Associated Materials. Assignor further conveys, transfers, assigns, delivers, and contributes to Assignee all rights in the trade dress, labels, logos and designs associated with the Marks as described on the attached **Exhibit A** (the "Associated Materials"), together with:

- (a) all worldwide rights, titles and interests in and to the copyrights in the Associated Materials and all copyright registrations described in the attached **Exhibit B** and all renewals therefor;
- (b) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Associated Materials, including without limitation, damages, and payments for past or future infringements, misappropriations and other unauthorized uses of the Associated Materials; and
- (c) all rights to sue for past, present, and future infringements, misappropriations or unauthorized uses of the Associated Materials.

1.3 Recordation. Assignee may request the Commissioner of Patent and Trademarks to issue in Assignee's or its nominee's name all certificates of registration for the Marks. Assignee may record this document with the United States Patent & Trademark Office, the United States Copyright Office, and any other appropriate authority as evidence of the assignments reflected in this Agreement.

1.4 Unrestricted Future Use. Assignor agrees that Assignee has the unrestricted and unfettered right to use and register the Marks and the Associated Materials anywhere and in any manner it desires, alone or in combination with other words and designs, for any products and any services Assignee desires.

1.5 Waiver of Moral Rights. If, after giving effect to the terms of this Agreement, Assignor retains any rights in and to the Associated Materials, including, without limitation, any moral rights, artist's rights or similar rights, Assignor hereby waives all such rights, including, without limitation, the moral rights of attribution and integrity, for all Associated Materials for all possible uses or purposes.

Section 2

REPRESENTATIONS, WARRANTIES AND COVENANTS; INDEMNIFICATION

- 2.1 Representations.** Assignor represents, warrants and covenants to Assignee that:
- (a) Assignor is the owner of the Marks, and the Applications/Registrations;
 - (b) the Assignor has not previously assigned, transferred or otherwise encumbered the rights conveyed in this Agreement;
 - (c) the Marks and the Applications/Registrations are valid and subsisting and have not been abandoned, except as otherwise noted in Exhibit B with the notation of "N/A";
 - (d) there have not been and there are presently not any claims or causes of action asserted against Assignor, the subject matter of which included or includes, whether in whole or in part, the Marks, the Applications/Registrations, or the Associated Materials;
 - (e) the use of the Marks or the Associated Materials by Assignee for the Products and Services will not constitute dilution, misappropriation or unfair competition under state or federal law, and will not infringe any trademark, copyright or similar right of any person or entity;
 - (f) no other person or entity has any claim to any rights, titles or interests in or to the Marks, the Applications/Registrations, or the Associated Materials;
 - (g) all statements made to the United States Patent & Trademark Office in connection with the Applications/Registrations are true, to the best of Assignor's knowledge;
 - (h) all statements made to the United States Copyright Office in connection with the application to register the copyrights, if any, in and to the Associated Materials are true, to the best of Assignor's knowledge;
 - (i) except for the Applications/Registrations, Assignor owns no other applications or registrations in any jurisdiction for (i) the Marks, (ii) any trademark, service mark, trade name, insignia or logo that is confusingly similar to the Marks (including without limitation, translations of the Marks into foreign languages), or (iii) any colorable imitations of the Marks; and
 - (j) except for the copyright registrations and renewals described in the attached **Exhibit B**, Assignor owns no other copyright registrations or renewals for the Associated Materials.

2.2 Future Acts. Assignor acknowledges that the continuing goodwill symbolized by the Marks is critical to Assignee, and that it is critical to Assignee that such goodwill be protected and enhanced. Accordingly, toward that end, Assignor agrees that it shall not at any time after the Effective Date of this Agreement:

- (a) attack or challenge (i) Assignee's worldwide rights, titles, or interests in and to the Marks, the Applications/Registrations, or Associated Materials, or (ii) the validity of any of the Marks or any of the Applications/Registrations;
- (b) do or cause to be done or omit to do anything, the doing, causing, or omitting of which would contest or in any way impair or tend to impair the rights of Assignee in the Marks or Associated Materials; or,
- (c) take any action that would tend to destroy or diminish the goodwill in the Marks.

2.3 Notice of Infringements. Assignor also agrees that it shall promptly notify Assignee if it becomes aware of any third party using the Associated Materials or the Marks, or any mark or name confusingly similar thereto, or if Assignor otherwise believes that a third party is or may be infringing, diluting, or otherwise derogating Assignee's rights in the Marks or the Associated Materials.

Section 3

FURTHER ASSURANCES

3.1 Further Assurances. Assignor shall execute, acknowledge and deliver such further instruments and take such further actions as may be necessary or desirable to evidence more fully the transfer of ownership of, or the validity and enforceability of, the Marks, the Applications/Registrations, and Associated Materials to Assignee. Assignor therefore agrees within ten (10) days of request, and without further consideration, to:

- (a) execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Marks, the Applications/Registrations, and the Associated Materials;
- (b) cooperate fully with Assignee in any action, proceeding or other effort affecting the rights, titles, or interests of Assignee in the Marks, the Applications/Registrations, and the Associated Materials, including without limitation, providing such information, affidavits and testimony as Assignee may require; and
- (c) perform any other acts deemed necessary to carry out the intent of this Agreement.

Section 4

MISCELLANEOUS

4.1 Authority and General Warranties. Each party represents and warrants to the other that it is duly existing; that it has full power and authority to enter into this Agreement; that this Agreement does not and will not interfere with any other agreement to which it is a party; that it will not enter into any agreement the execution or performance of which would violate or interfere with this Agreement.

4.2 Modifications and Waivers. This Agreement may not be modified and no provision hereof may be waived without the prior written consent of the party against whom such modification or waiver is asserted. No delay or omission by either party to exercise any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver of any provision of this Agreement on any occasion shall not constitute a waiver of such provision on any succeeding occasion. Unless stated otherwise, all remedies available under this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available at law, in equity or otherwise.

4.3 Entire Agreement. This Agreement constitutes the sole understanding of the parties with respect to the subject matter hereof.

4.4 Survival of Representations. The representations made in this Agreement shall survive its execution.

4.5 Headings; Exhibits. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. The exhibits referred to in this Agreement are incorporated into this Agreement to the same extent as if set forth in full herein.

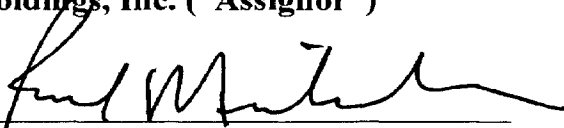
4.6 Severability. If, but only to the extent that, any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, it being the specific intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the minimum extent necessary to make it legal and enforceable while preserving its intent. It is the specific intent and request of the parties that the court or other adjudicative body called upon to interpret or enforce this Agreement modify such provision to the minimum extent necessary so as to render it enforceable. If such amendment is not possible, another provision that is legal and enforceable and achieves the same objectives shall be substituted therefor. If the remainder of this Agreement is not affected by such declaration or finding and is capable of substantial performance by the parties, then the remainder shall be enforced to the extent permitted by law.

4.7 Governing Law; Venue; Jurisdiction. This Agreement is deemed to have been entered into in the State of Kentucky, and its interpretation, construction, and the remedies for enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of Kentucky, except to the extent that federal patent, copyright, or trademark laws apply, in which case, federal law shall govern. Venue for any action or claim brought under this Agreement shall be in the courts with proper jurisdiction located in Louisville, Kentucky, and the parties expressly submit

themselves to the personal jurisdiction of the state and federal courts located in Louisville, Kentucky.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, as of the day and year first above written.

ODC Holdings, Inc. ("Assignor")



Signature

PAUL MICHELSON

Typed or Printed Name

CEO

Title

5/11/01

Date

Optical Dynamics Corporation ("Assignee")



Signature

CHRISTOPHER L. ROBERTS

Typed or Printed Name

CEO

Title

5/11/01

Date

Exhibit A

THE MARKS AND THE ASSOCIATED MATERIALS

The Marks:

PHASES

OMB-91

FASTCAST

RAPID CAST

LENSYSTEM

The Associated Materials:

None presently known of

Exhibit B

APPLICATIONS AND REGISTRATIONS

For the Marks:

PHASES	Serial No. 75/435,687	Filed: 2-17-98	Status: Live
OMB-91	Reg. No. 2,025,941	Filed: 12-23-94	Status: Live
FASTCAST	Reg. No. 2,244,790	Filed: 12-23-94	Status: Live
RAPID CAST	Serial No. 74/614,733	Filed: 12-23-94	Status: N/A
LENSYSTEM	Serial No. 74/614,734	Filed: 12-23-94	Status: N/A

For the Associated Materials:

None presently known of