

07-08-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Biocompatibles Limited

7-2-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited liability company (England)

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 2/28/2002

2. Name and address of receiving party(ies)

Name: CooperVision Technology, Inc.

Internal Address: Suite 590

Street Address: 6140 Stoneridge Mall Road

City: Pleasanton State: CA Zip: 94588

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

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) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 75/254432 75/940694 75/940692 75/940693

B. Trademark Registration No.(s) 2,034,764 2,451,205 2,291,312

Additional number(s) attached Yes No

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

Name: Erin M. Clarke, Esq.

Internal Address: Owen, Wickersham & Erickson, P.C.

Street Address: 455 Market Street, Suite 1910

City: San Francisco State: CA Zip: 94105

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41): \$ 215.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Erin M. Clarke

Erin M. Clarke

June 27, 2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002538 FRAME: 0441

07/09/2002 LUELLER 00000206 75254432 10:00 DP 175.00 DP

TRADE MARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made on *28 February* 2002

BETWEEN

- (1) **BIOCOMPATIBLES LIMITED**, an English registered company number 1833264 whose registered office is at Chapman House, Farnham Business Park, Weydon Lane, Farnham, Surrey GD9 8QL (the "Assignor"); and
- (2) **COOPERVISION TECHNOLOGY, INC.** whose principal office is at 6140 Stoneridge Mall Road, Suite 590, Pleasanton, CA 94588, United States of America (the "Assignee").

INTRODUCTION

- (A) The Assignor owns the US trade mark registrations and applications (the "Trade Marks") set out in the Schedule.
- (B) The parties have agreed upon the following assignment.

AGREED TERMS

1. In consideration of the sum of £1 paid by the Assignee to the Assignor (the receipt of which the Assignor acknowledges) the Assignor assigns to the Assignee absolutely the Trade Marks together with the goodwill connected with and symbolised by the Trade Marks and together also with all rights of action powers and benefits belonging or accrued to the same.
2. The Assignor shall from time to time, at the request of the Assignee and at the cost and expense of the Assignee, promptly execute such further documents prepared by the Assignee as the Assignee may reasonably consider necessary formally to transfer the

ownership of the Trade Marks to the Assignee and for the Assignee to be recorded as the registered proprietor of the Trade Marks, provided that the Assignor's obligations under this clause shall cease two years after the date of this agreement.

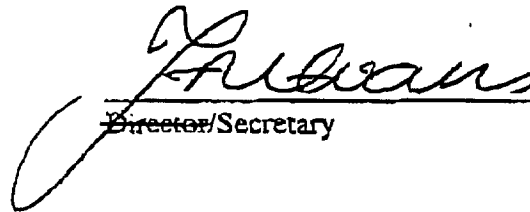
3. This agreement shall be governed by, and construed in accordance with, the law of England.

This assignment has been executed on the date first written above.

EXECUTED by BIOCOMPATIBLES LIMITED)
acting by:)



Director



Director/Secretary

**EXECUTED by COOPERVISION
TECHNOLOGY INC**)
acting by:)

Authorised signatory

Authorised signatory

ownership of the Trade Marks to the Assignee and for the Assignee to be recorded as the registered proprietor of the Trade Marks, provided that the Assignor's obligations under this clause shall cease two years after the date of this agreement.

3. This agreement shall be governed by, and construed in accordance with, the law of England.

This assignment has been executed on the date first written above.

EXECUTED by **BIOCOMPATIBLES LIMITED**
acting by:)

Director

Director/Secretary

EXECUTED by **COOPERVISION
TECHNOLOGY INC**
acting by:)

Carol R. Kaufman

[Handwritten Signature]

Authorised signatory

Robert S. Weiss

[Handwritten Signature]

Authorised signatory

SCHEDULE

BIOCOMPATIBLES LIMITED TRADE MARK APPLICATIONS

<u>Country:</u>			<u>Trade Mark:</u>	<u>App. No:</u>
United States of America	States	of	PROCLEAR TAILOR MADE TORIC	75/254432
United States of America	States	of	EVERYTHING ELSE IS ORDINARY	75/940692
United States of America	States	of	THE NEXT GENERATION OF CONTACT LENSES	75/940693
United States of America	States	of	5 O'CLOCK EYE	75/940694
United States of America	States	of	THE WAY NATURE INTENDED	75/940695

BIOCOMPATIBLES LIMITED TRADE MARK REGISTRATIONS

<u>Country:</u>			<u>Trade Mark:</u>	<u>Reg. No:</u>
United States of America	States	of	PROCLEAR COMPATIBLES	2291312
United States of America	States	of	COMPATIBLES	2451205
United States of America	States	of	PROCLEAR	2034764