

RE

08-07-1998

SHEET

Tab settings



To the Honorable Commissioner of

100787072

attached original documents or copy thereof.

1. Name of conveying party(ies):

GENTEX OPTICS, INC.

NRD  
7-31-98

2. Name and address of receiving party(ies)

Name: Lenscrafters, Inc.

Internal Address:

Street Address: 8650 Governor's Hill

Drive

City: Cincinnati State: Ohio ZIP: 45249

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

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

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

3. Nature of conveyance:

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

Execution Date: July 24, 1998

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

A. Trademark Application No (s)

B. Trademark Registration No.(s)

1,903,474 for "MVP"

Additional numbers attached?  Yes  No

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

Name: Richard S. Shenier

Internal Address: SHENIER & O'CONNOR

Street Address: 380 Lexington Avenue  
New York, N. Y. 10168

City: State: ZIP

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Richard S. Shenier  
Name of Person Signing

*Richard S. Shenier*  
Signature

July 29, 1998  
Date

Total number of pages including cover sheet, attachments, and document: 3

08-07-1998  
08-07-1998  
01 FEB 1998

**EXHIBIT A**  
**TRADEMARK ASSIGNMENT**

WHEREAS, **GENTEX OPTICS, INC.**, a(n) Delaware corporation, having an address of Belmont Street, Carbondale, PA 18407, (hereinafter referred to as "ASSIGNOR"), has adopted, is using and is the owner of all right, title, and interest in and to the MVP trademark (hereinafter the "Mark"), including the corresponding United States trademark registration number 1,903,474; and

WHEREAS, **LENSCRAFTERS, INC.**, an Ohio corporation, having an address of 8650 Governor's Hill Drive, Cincinnati, Ohio, 45249 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entirety of ASSIGNOR'S right, title and interest in and to the Mark;

WHEREAS, the parties have entered into the Purchase Agreement dated June 30, 1998. (the "Agreement");

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the sum in the Purchase Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR, hereby sells, assigns, transfers and sets over, unto ASSIGNEE, its successors, Legal representatives and assigns, ASSIGNOR'S entire right, title and interest in, to and under:

1. The Mark, together with the goodwill of ASSIGNOR'S business appertaining thereto and/or symbolized thereby and trademark registration 1,903,474;
2. Any and all other rights, privileges and priorities of ASSIGNOR provided under United States, state or foreign law with respect to the Mark, including without limitation common law rights and rights under the laws of unfair competition ("Related Rights");
3. Any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Mark and Related Rights occurring prior to the date of execution of this Assignment, including the right to receive all proceeds and damages therefrom; and
4. Any and all rights to obtain renewal of registration or other legal protections pertaining to the Mark and Related Rights.

ASSIGNOR shall, without further consideration, comply with any reasonable request by ASSIGNEE, at ASSIGNEE'S expense, to execute promptly any additional documents and take promptly any further action reasonable necessary to protect, secure and vest good, valid and marketable title to the Mark and

