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FC U.S. Patent & TMO/TM Mail Rpt Dt. #54 .4E  
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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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101119522

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

1. Name of conveying party(ies):

LensCrafters, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: \_\_\_\_\_

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

Name: The United States Shoe Corporation

Internal Address: \_\_\_\_\_

Street Address: 44 Harbor Park Drive

City: Port Washington State: NY ZIP: 11050

- 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)
- 75/549,902      75/549,905
  - 75/549,903      75/549,906
  - 75,549,904

B. Trademark registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Susan Mack  
 Internal Address: LensCrafters, Inc.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 8650 Governor's Hill Dr.  
 \_\_\_\_\_  
 City: Cincinnati State: OH ZIP: 45249

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-0915

(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.

Susan Mack  
Name of Person Signing

Susan Mack  
Signature

8-5-99  
Date

Total number of pages comprising cover sheet: 4

## TRADEMARK ASSIGNMENT

WHEREAS, **LensCrafters, Inc.**, an Ohio corporation, having an address of 8650 Governor's Hill Dr., Cincinnati, Ohio 45242-9580 (hereinafter referred to as "ASSIGNOR"), has adopted, is using, and is the owner of all right, title, and interest in and to certain trademarks and service marks identified in Exhibit A hereto (collectively referred to herein as the "Marks"), including the corresponding United States trademark registrations listed in exhibit A attached hereto; and

WHEREAS, **The United States Shoe Corporation**, a Delaware corporation, having an address of 44 Harbor Park Drive, Port Washington, NY 11050 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entirety of ASSIGNOR'S right, title and interest in and to the Marks;

NOW, THEREFORE, in consideration, of the sum of One Dollar (\$1.00), 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 Marks listed in Exhibit A annexed hereto, together with the goodwill of ASSIGNOR'S business appertaining thereto and/or symbolized thereby.
2. Any and all other rights, privileges and priorities of ASSIGNOR provided under United States, state or foreign law with respect to the foregoing Marks, 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 Marks 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 renewals of registration or other legal protections pertaining to the Marks 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 reasonably necessary to protect, secure and vest good, valid and marketable title to the Marks and Related Rights in ASSIGNEE and to record this Assignment in countries foreign to the United States).

IN WITNESS WHEREOF, the undersigned representative of ASSIGNOR has caused this

Assignment to be duly executed and delivered as of the 29<sup>th</sup> day of December, 1998.

**LENSCRAFTERS, INC.**

By: Michael A. Boxer

Name: Michael A. Boxer

Its: Vice President

STATE OF NEW YORK }  
                                  } SS:  
COUNTY OF NASSAU }

Sworn to and subscribed before me this 29<sup>th</sup> day of December, 1998.

Lisa A. Lewis  
Notary Public

My Commission Expires: 2/28/2000

**LISA A. LEWIS**  
**NOTARY PUBLIC, State of New York**  
**No. 01154743003**  
**Qualified in Nassau County**  
**Commission Expires 2/28/2000**

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**EXHIBIT A**

**TRADEMARKS**

**Trademark**

**Application Number**

ALBERTO GALLUCCI

75/549,902

CHANTALLE'

75/549,903

CHANTALLE' & DESIGN

75/549,904

HIKARI

75/549,905

HIKARI & DESIGN

75/549,906