

08-10-2000

FLH Ref. No.: 544912-8118

FORM PTO-1594

(Rev. 6-93)



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3R SHEET

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

1. Name of conveying party(ies)

Ambassador Eyewear Group, Inc.

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

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: May 20, 1999

2. Name and address of receiving party(ies)

Name: Marchon Eyewear, Inc.
 Internal Address:

Street Address: 35 Hub Drive

City: Melville State: NY Zip: 11747

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State (New York)
☐ 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) 75/446,874

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: Edgar H. Haug, Esq.
 Internal Address: Frommer Lawrence & Haug LLP

Street Address: 745 Fifth Avenue

City: NY State: NY Zip: 10151

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 #03-3925.

8. Deposit account number: **50-0320**
 (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.

Deena P. Levy

Name of Person Signing

Signature

July 7, 2000

Date

Total number of pages including cover sheet, attachments, and document: 2

Do not detach this portion

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

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK
 REEL: 002118 FRAME: 0458

JMM2638

ASSIGNMENT OF FLEXSTAR TRADEMARK

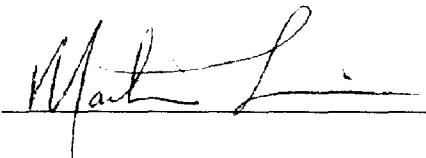
For value received, Ambassador Eyewear Group, Inc. ("Ambassador"), a Delaware Corporation having offices located at 3600 Marshall Lane, Bensalem, Pennsylvania 19020, hereby sells, assigns and transfers to Marchon Eyewear, Inc. ("Marchon"), a New York corporation having offices located at 35 Hub Drive, Melville, New York 11747, all of its right, title and interest, if any, in the United States and Canada, in and to the trademark FLEXSTAR heretofore used by it in association with eyeglass frames, sunglasses, eyeglasses and all related goods and services, together with any goodwill associated with said mark, and any and all past and present rights which have accrued or which may accrue to Ambassador, incident or appertaining to the FLEXSTAR trademark, including the right to sue for and recover damages for past and future infringement of said trademark.

Ambassador hereby sells, assigns and transfers to Marchon (i) all of its right, title and interest, if any, in and to all use application(s) for FLEXSTAR pending in or filed with the U.S. Patent and Trademark Office and (ii) all of its common law rights, title and interest, if any, in and to the FLEXSTAR trademark in Canada.

Ambassador hereby agrees that it shall, as requested by Marchon, execute appropriate documents and take other reasonable action, as may be necessary to record, register or perfect in Marchon the trademark rights conveyed hereby.

Dated: 5/20/99

AMBASSADOR EYEWEAR GROUP, INC

By: 

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