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

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): 8-8-03

Luxottica Leasing, S.p.A.

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

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

2. Name and address of receiving party(ies)

Name: SRLC LLC
Internal Address: Suite 320
Street Address: 1444 Wazee Street
City: Denver State: CO Zip:

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Limited Liability Co. -- Colorado

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

OFFICE OF THE SECRETARY
2003 AUG -8 PM 2:42
FINANCE SECTION

3. Nature of conveyance:

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

Execution Date: June 7, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

see attached schedule A

Additional number(s) attached ☒ Yes ☐ No

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

Name: James R. Meyer, Esquire
Internal Address:
Schnader Harrison Segal & Lewis LLP
Suite 3600
Street Address: 1600 Market Street
City: Philadelphia State: PA Zip: 19103-7213

6. Total number of applications and registrations involved: ..... 20

7. Total fee (37 CFR 3.41).....$515.00

☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

James R. Meyer, Esquire — Name of Person Signing
Signature
8/6/03 — Date

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

08/11/2003 DBYRNE 00000017 1518775
01 FC:8521 40.00 OP
02 FC:8522 500.00 OP

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

EXCERPT OF SCHEDULE A TO TRADEMARK ASSIGNMENT

| Mark | Serial No. | App Date | Registration. No | Registration Date |
|---|---|---|---|---|
| BAND-IT | 73/729,134 | 5/18/1998 | 1,518,775 | 1/3/1989 |
| BLACK DIAMOND | 73/659,370 | 5/7/1987 | 1,470,520 | 12/29/1987 |
| CUSTOM EYES | 73/320,340 | 7/23/1981 | 1,209,585 | 9/21/1982 |
| EYE WONDER | 74/565,081 | 8/24/1994 | 1,997,481 | 8/27/1996 |
| EYEMAKEUP | 75/082,251 | 4/1/1996 | 2,159,407 | 5/19/1998 |
| GLASS APPEAL | 75/332,749 | 7/29/1997 | 2,309,665 | 1/18/2000 |
| I SKI | 73/699,403 | 12/7/1987 | 1,513,426 | 11/22/1988 |
| I SKI & Design | 73/355,611 | 3/22/1982 | 1,240,097 | 5/31/1983 |
| I SKI SINCE 1974 & Design | 75/279,608 | 4/23/1997 | 2,165,638 | 6/16/1998 |
| ION SPORT & Design | 75/279,873 | 4/23/1997 | 2,172,652 | 7/14/1998 |
| ION SPORT & Design | 74/482,930 | 1/26/1994 | 1,932,235 | 10/31/1995 |
| RAINBOW COAST 99 | 74/621,170 | 1/13/1995 | 2,053,238 | 4/15/1997 |
| SUNCLOUD | 73/455,253 | 12/2/1983 | 1,325,981 | 3/19/1985 |
| SUNCLOUD | 75/324,918 | 7/15/1997 | 2,176,859 | 7/28/1998 |
| SUNCLOUD-ROSE | 73/423,958 | 5/2/1983 | 1,283,186 | 6/26/1984 |
| SURF N' SPORT SUNGLASSES & Design | 75/279,606 | 4/23/1997 | 2,239,536 | 4/13/1999 |
| SURF N'SPORT | 74/495,828 | 3/2/1994 | 1,949,537 | 1/16/1996 |
| TOMBOY | 75/311,050 | 6/17/1997 | 2,444,647 | 4/17/2001 |
| TROPIC-CAL | 73/114,674 | 2/4/1977 | 1,097,267 | 7/25/1978 |
| WEE SURF & Design | 75/424,080 | 1/27/1998 | 2,249,210 | 6/1/1999 |

# TRADEMARK ASSIGNMENT

This Trademark Assignment is made on June 7, 2002, by LUXOTTICA LEASING S.P.A., an Italian corporation (hereinafter "ASSIGNOR"), in favor of SRLC LLC., a Colorado limited liability company (hereinafter "ASSIGNEE"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, LUXOTTICA U.S. HOLDINGS CORP., a Delaware corporation (hereinafter "SELLER"), ASSIGNEE, and certain individuals are parties to that certain Asset Purchase Agreement, dated May 2, 2002, as thereafter amended (the "Asset Purchase Agreement"), and ASSIGNOR is an affiliate of SELLER and a third-party beneficiary of the Asset Purchase Agreement; and

WHEREAS, as contemplated by the Asset Purchase Agreement, ASSIGNEE is desirous of acquiring, and ASSIGNOR is desirous of assigning, all right, title and interest of ASSIGNOR in and to the registered and common law trademarks identified in Schedule A hereto (the "MARKS") and incorporated herein by reference;

NOW, THEREFORE, in consideration of U.S.$90,000 (the "Trademark Assignment Amount") (it being understood and agreed that the Trademark Assignment Amount constitutes a portion of and is not in addition to the Total Purchase Price and that ASSIGNEE, as Purchaser under the Asset Purchase Agreement, shall pay the Total Purchase Price to the Seller pursuant to the Asset Purchase Agreement, and the Seller shall transmit the Trademark Assignment Amount to ASSIGNOR), the foregoing premises and for other good and valuable consideration, ASSIGNOR hereby agrees as follows:

1. ASSIGNOR hereby does assign, transfer and convey, effective as of the date hereof, to ASSIGNEE and its successors and assigns, all of ASSIGNOR's right, title, and interest in and to the MARKS (including, without limitation, the United States trademark registration therefor and all other registrations and applications for registration of the MARKS in all jurisdictions throughout the world), together with the goodwill of that portion of the Business (as defined in the Asset Purchase Agreement) associated with and symbolized by the MARKS, throughout the world, including without limitation, the right to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the MARKS, or any license, agreement, contract or other matter relating thereto. This Trademark Assignment is made without any covenant, warranty or representation by, or recourse against, ASSIGNOR, other than the covenants, warranties or representations made by Assignor in the Asset Purchase Agreement.

2. ASSIGNOR hereby agrees to authorize and request the Commissioner of Patents and Trademarks of the United States of America and the appropriate officers of all other jurisdictions in which the MARKS are registered, or in which an application for registration of

any MARK is pending, to record the title of ASSIGNEE and its successors and assigns, as owner of all right, title and interest in and to the MARKS, together with the goodwill of the Business associated with and symbolized by the MARKS, and to issue the Certificate of Registration resulting from any such application for registration of any MARK or renewal of any existing registration of any MARK to ASSIGNEE and its successors and assigns, in accordance with the terms of this Trademark Assignment.

3. ASSIGNOR agrees that it will execute and deliver, or cause to be executed and delivered, to ASSIGNEE or ASSIGNEE's legal representatives, any other or additional documents, and take all additional actions, as may be necessary to transfer the MARKS to ASSIGNEE, to effectuate and validate this Trademark Assignment, to record the assignment of the MARKS to ASSIGNEE with the United States Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions in which the MARKS are or may be registered or in which applications for registration of the MARKS are pending, under the relevant laws of the United States or any other jurisdictions; provided that ASSIGNEE shall pay any and all expenses related to the foregoing actions.

IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment as of the date first above written.

LUXOTTICA LEASING S.P.A.
An Italian corporation

By: _____
Name: Roberto Chemello
Title: Managing Director



NY:668479.4