

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marksman, Inc.		12/12/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Transitions Optical, Inc.		
Street Address:	9251 Belcher Road		
City:	Pinellas Park		
State/Country:	FLORIDA		
Postal Code:	33782		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77558388	LIVE YOUR VISION	
CORRESPONDENCE DATA			
Fax Number:	(412)471-4094		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	webblaw@webblaw.com		
Correspondent Name:	The Webb Law Firm		
Address Line 1:	436 Seventh Avenue		
Address Line 2:	700 Koppers Building		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	4800-083861		
NAME OF SUBMITTER:	John W. McIlvaine, Reg. No. 34,219		
Signature:	/jwmc/		
Date:	12/24/2008		

OP \$40.00 77558388

Total Attachments: 1

source=4800-083861 Marksmen, Inc. to Transitions Optical, Inc._0001#page1.tif



SCHEDULE B

TRADEMARK ASSIGNMENT

WHEREAS, Marksmen, Inc. ("Assignor"), a Delaware corporation having its principal place of business at **116 N Maryland Ave, Suite 120, Glendale, CA 91206** owns rights in and to the name and mark **LIVE YOUR VISION**, and various names and marks incorporating the term "**LIVE YOUR VISION**" or variations thereof, and United States Serial No. 77558388 filed on August 28, 2008 (collectively the "Mark");

WHEREAS, Transitions Optical, Inc., a Delaware corporation having a principal place of business at 9251 Belcher Road, Piellas Park, FL 33782 ("Assignee") is desirous of acquiring said Mark, and the goodwill associated therewith;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably quitclaim, assign, convey, and transfer to Assignee, and its respective successors and assigns, all right, title and interest in and to the Mark throughout the world, together with the goodwill symbolized by and associated with the Mark and together with all causes of action for infringement of such Mark and any and all rights to recover damages and profits arising therefrom. Assignor shall take all such further lawful actions and sign all such further documents, and provide all such materials as may be necessary or reasonably requested by Assignee to carry out the purposes of this Assignment, including providing Assignee, at Assignee's expense, with all reasonable assistance in the event that Assignee may find it necessary to prove that the Mark has been used continuously in trade or commerce,


This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or electronic signatures will be deemed to be original signatures for all applicable purposes.


ASSIGNOR:

ASSIGNEE:

MARKSMEN INC

TRANSITIONS OPTICAL, INC.

By: 
Name (print): KEITH LIM
Title: COO.

By: 
Name (print): Donna Lee Walker
Title: V.P., Tax Administration

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