

O:MICHAEL DICKEY COMPANY:3333 QUALITY DRIVE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

10/11/2010
 900173669

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Capitol Optical Corp.		09/15/2010	CORPORATION: <i>Washington</i>

RECEIVING PARTY DATA

Name:	VSP Labs, Inc.
Street Address:	3333 Quality Drive
Internal Address:	MS163
City:	Rancho Cordova
State/Country:	CALIFORNIA
Postal Code:	95670
Entity Type:	CORPORATION: <i>Delaware</i>

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77918317	ETHOS

CORRESPONDENCE DATA

Fax Number: (916)851-4851
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (916) 851-4898

Email: michdi@vsp.com

Correspondent Name: Michael Dickey

Address Line 1: 3333 Quality Drive

Address Line 2: MS163

Address Line 4: Rancho Cordova, CALIFORNIA 95670

NAME OF SUBMITTER:	Michael Dickey
Signature:	/Michael Dickey/
Date:	10/11/2010

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Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Agreement") is made and entered into as of this 15th day of September, 2010 ("Effective Date") by and between CAPITOL OPTICAL CORP., a Washington corporation ("Assignor") and VSP LABS, INC., a Delaware corporation ("Assignee").

RECITALS

A. Assignor owns and operates an optical laboratory business which manufactures spectacle lenses for wholesale distribution located at 310K South Bay Road NE, Olympia, Washington.

B. Pursuant to that certain Asset Purchase Agreement dated as of August 26, 2010 ("Purchase Agreement"), Assignor (as Seller) agreed to sell, convey, transfer and assign to Assignee (as Purchaser) the Assets more particularly described in the Purchase Agreement. Capitalized terms not defined herein shall have the same meaning as set forth in the Purchase Agreement.

C. As required by and pursuant to the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, the Intellectual Property defined below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment Agreement. Assignor does hereby assign, transfer and convey to Assignee all of its right, title and interest in and to the following "Intellectual Property":

a. All right, title and interest in and to all trademarks, trade names (including, but not limited to, "Capitol Optical Corp.", "Capitol Optical Company", "Capitol Coatings Co." and "Seattle Lens Lab"), service marks, trade dress and all variations thereof used or held for use in connection with the operation of the Facility; all telephone and facsimile numbers relating to the Facility (including all "800" numbers); all post office box addresses associated with the Facility; all software or other computer programs used or held for use in connection with the operation of the Facility which are by their terms assignable; and

b. To the extent not referenced in Section 1.a above, all (i) United States or foreign patents, patent applications, patent disclosures, and all renewals, reissues, divisions, continuations, extensions or continuations-in-part thereof; (ii) trademarks, service marks, trade dress, trade names, fictitious names, corporate names, and registrations and applications for registration thereof; (iii) copyrights (registered or unregistered), registrations and applications for registration thereof, including all renewals, derivative works, enhancements, modifications, updates, new releases or other revisions thereof; and (iv) all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret or other laws, and any associated intellectual property rights.

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2. Assumption Agreement. Assignee does hereby assume, covenant and agree fully, completely and timely to perform, comply with and discharge each of the duties and obligations of Assignor accruing or occurring after the date hereof with respect to the Intellectual Property; provided, however, that Assignee shall not be deemed to have assumed any obligation for performance by Assignor due under any of such Intellectual Property prior to the date hereof, or any other liability of Assignor arising out of or relating to events occurring prior to the date hereof or any obligation or liability of Assignor for default, violation or nonperformance under such Intellectual Property prior to the date hereof.

3. Indemnification of Assignee. Assignor hereby agrees to and shall defend, indemnify, protect, save and keep harmless Assignee and its successors and permitted assigns against and from all Damages (as defined below) sustained or incurred by any of them resulting from or arising out of or by virtue of any breach by Assignor of, or failure by Assignor to comply with, any of its covenants or obligations with respect to the Intellectual Property prior to the date hereof. As used in this Agreement, the term "Damages" shall mean all liabilities, claims, causes of actions, legislative or judicial proceedings, investigations, demands, assessments, levies, losses, fines, penalties, damages, costs and expenses, including, without limitation, reasonable attorneys', accountants', investigators', and experts' fees and expenses, sustained or incurred in connection with the defense or investigation of any claims.

4. Indemnification of Assignor. Assignee hereby agrees to and shall defend, indemnify, protect, save and keep harmless Assignor and its successors and permitted assigns against and from all Damages sustained or incurred by any of them resulting from or arising out of or with respect to the Intellectual Property on and following the date hereof.

5. Successors and Assigns; Benefit. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, and any of their respective successors and assigns that have been consented to in writing by the other party which consent shall not be unreasonably conditioned, withheld or delayed. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto, and their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to conflict of law principles thereof. Venue for arbitration or other proceeding initiated to enforce the terms of this Agreement shall be in Thurston County, Washington.

7. Counterparts; Signatures. This Agreement may be executed in one or more duplicate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile transmission of any signed original of this Agreement and/or retransmission of any signed facsimile transmission shall be the same as delivery of an original.

8. Amendment and Modification. This Agreement may be amended, modified and supplemented only by written agreement of all the parties with respect to any of the terms contained herein.

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9. Waiver of Compliance. Consent. Any failure of Assignor on the one hand, or Assignee on the other hand, to comply with any obligation, covenant, agreement or condition may be waived in writing by the other party, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 9.

10. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be personally delivered, or sent by facsimile transmission (provided a copy is thereafter promptly mailed as hereinafter provided), or sent by overnight commercial delivery service (provided a receipt is available with respect to such delivery), or mailed by first-class registered or certified mail, return receipt requested, postage prepaid (and shall be effective when received, if sent by personal delivery or by facsimile transmission or by overnight delivery service, or on the third (3rd) day after mailing, if mailed):

(a) If to Assignor, to:

Capitol Optical Corp.
4414 John Luhr Rd. NE
Olympia, WA 98516
Attention: Steven Mullen
Fax No.: _____
E-mail: smullen@capop.net

and if after the Closing Date, to:

Attention: _____
Fax No.: _____
E-mail: _____

with a copy to (but which copy shall not constitute notice):

Cosgrave Vergeer Kester LLP
805 SW Broadway, 8th Floor
Attention: Jill D. Laney, Esq.
Fax No.: 503-323-9019
E-mail: jlaney@cvk-law.com

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(b) If to Assignee, to:

VSP Labs, Inc.
c/o Vision Service Plan
3333 Quality Drive
Rancho Cordova, California 95670
Attention: Thomas Fessler, General Counsel
Christopher Filosa, Assistant General Counsel
Fax No.: 916-851-4851
E-mail: thomas.fessler@vsp.com
christopher.filosa@vsp.com

with a copy to (but which shall not constitute notice):

Sedgwick, Detert, Moran & Arnold LLP
One Market Plaza Suite 800
San Francisco, California 94105
Attention: Gary C. Sheppard
Fax No.: 415-781-2635
E-mail: Gary.Sheppard@sdma.com

or to such other person or address as any party shall furnish to the other parties in writing pursuant to this Section 10.

11. Attorney's Fees and Costs. In the event any proceeding or suit is brought to enforce this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees and costs paid or incurred by such party in connection with any action, suit or proceeding to enforce the other's obligations under this Agreement. The phrase "attorneys' fees and costs" means the fees, costs, and expenses of counsel to the parties hereto, which may include allocable fees and costs of in-house counsel, disbursements, court costs, printing, photostating, duplicating and other statutory and non-statutory expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney, and shall also include, without limitation, all such fees, costs, and expenses incurred with respect to appeals, arbitrations, and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees, costs, or expenses were incurred.

12. Headings. The Article and Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

13. Entire Agreement. This Agreement together with the Purchase Agreement embodies the entire agreement and understanding of the parties in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the parties hereto with respect to such subject matters contained herein.

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14. Warranty of Authority. Each of the parties warrants that the persons signing on their behalf have the right and power to enter into this Agreement and to bind them to the terms of this Agreement.

15. Reliance. In executing and in carrying out the provisions of this Agreement, the parties are relying solely on the representations, warranties and agreements contained in this Agreement and on any writing delivered pursuant to provisions of this Agreement or at the Closing of the transactions herein provided for and not upon any representation, warranty, agreement, promise or information, written or oral, made by any person other than as specifically set forth herein or therein.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property as of the Effective Date first written above.

ASSIGNEE

VSP LABS, INC., a Delaware corporation

By:  _____

Name: Rob Lynch

Title: CEO

ASSIGNOR

CAPITOL OPTICAL CORP.,
a Washington corporation,

By: _____

Name: _____

Title: _____



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IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property as of the Effective Date first written above.

ASSIGNEE

VSP LABS, INC., a Delaware corporation

By: _____

Name: James Robinson Lynch

Title: Chief Executive Officer

ASSIGNOR

CAPITOL OPTICAL CORP.,
a Washington corporation,

By: _____

Name: STEVEN MULLEN

Title: PRESIDENT