32184

\$40.00

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
Younger Mfg. Co.		12/31/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Luxottica Retail North America Inc.	
Street Address:	4000 Luxottica Place	
City:	Mason	
State/Country:	оню	
Postal Code:	45040	
Entity Type:	CORPORATION: OHIO	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3218480	GREEN-15

CORRESPONDENCE DATA

Fax Number: (213)620-1398

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2136201780

Email: brodriguez@sheppardmullin.com

Correspondent Name: Bridgette A. Agness

Address Line 1: Sheppard, Mullin, Richter & Hampton LLP

Address Line 2: 333 South Hope Street, 43rd Fl.
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	07K8-118373
NAME OF SUBMITTER:	Bridgette A. Agness
Signature:	/Bridgette A. Agness/
Date:	03/09/2011

900186032 TRADEMARK REEL: 004493 FRAME: 0849 Total Attachments: 3

source=118373-Assignment#page1.tif source=118373-Assignment#page2.tif source=118373-Assignment#page3.tif

> TRADEMARK REEL: 004493 FRAME: 0850

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") by and between Younger Mfg. Co., with a principal place of business at 2925 California Street, Torrance, CA 90503 ("Assignor") and Luxottica Retail North America Inc., an Ohio corporation, with a principal place of business at 4000 Luxottica Place, Mason, Ohio 45040 ("Assignee") is effective as of December 31, 2010 (the "Effective Date").

WHEREAS, the Assignor desires to transfer, assign and convey to Assignee and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to all of the Trademarks (as hereinafter defined) owned by Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that:

- 1. <u>Assignment.</u> On the Effective Date, Assignor transfers, assigns and conveys and delivers to Assignee and Assignee accepts all of its right, title and interest in and to the Trademarks, and any and all rights, claims and causes of action held by or inuring to the benefit of Assignor in respect thereof.
- 2. <u>Definition of Trademarks</u>. For purposes of this Assignment, "Trademarks" shall mean all of Assignor's trademarks, service marks, trade dress, trade names, logos and corporate names and registrations and applications for registration thereof together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith, related to Green-15, including without limitation, those listed and described on Schedule A hereto.
- 3. <u>Further Assurances</u>. Each party to this Assignment agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments, agreements and documents, and to do all such other acts and things, as may be required by law or as may be necessary or advisable to carry out the intent and purposes of this Assignment.
- 4. <u>Intended Treatment</u>. To the fullest extent permitted by applicable law, each of the parties to this Agreement agrees that the transactions contemplated herein shall be treated as though property is transferred from the original owner to the ultimate owner through any intermediary entities (i.e. as contributions to capital).
- 5. Governing Laws. This Assignment shall be construed and interpreted according to the laws of the State of Ohio, applicable to contracts to be wholly performed within the State of Ohio, except to the extent that the intellectual property rights in the Trademarks are governed by United States federal or state law, as applicable.
- 6. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Assignment.

Q yy Kunh

TRADEMARK REEL: 004493 FRAME: 0851 IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the Effective Date in accordance with the terms hereof.

ASSIGNOR

Younger Mfg. Co.

Name: Nancy 1.5. Tamasali
Title: Tecretary of the Corporation

ASSIGNEE

Luxottica Retail North America Inc.

By:

Name:

Title:

By:

By:

Name:

Revers Bradley

By:

Name: Jami Neitria
Title: (VI, Funci + Gran)

[Signature Page to Trademark Assignment]

SCHEDULE A

TRADEMARKS

Trademark

Status/Symbol Class(es) Application No./Date

Registration Number/Date

Country: USA

GREEN-15

Registered

76644524 08-AUG-2005 3218480

13-MAR-2007

TRADEMARK 004493 FP ***

REEL: 004493 FRAME: 0853

RECORDED: 03/09/2011