

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marchon Eyewear, Inc.		03/26/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Eyefinity, Inc.		
Street Address:	3333 Quality Drive		
City:	Racho Cordova		
State/Country:	CALIFORNIA		
Postal Code:	95670		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2649158	EXAMWRITER	
CORRESPONDENCE DATA			
Fax Number:	(617)946-4801		
Phone:	6179464842		
Email:	bosippto@seyfarth.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Ilan N. Barzilay		
Address Line 1:	Two Seaport Lane		
Address Line 2:	Seyfarth Shaw LLP		
Address Line 4:	Boston, MASSACHUSETTS 02210-2028		
ATTORNEY DOCKET NUMBER:	76352-8		
NAME OF SUBMITTER:	Ilan N. Barzilay		
Signature:	/Ilan N. Barzilay/		

Date:

03/27/2012

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT ("Assignment") effective the 26 day of March, 2012, made by Marchon Eyewear, Inc., a New York corporation having a principal place of business at 201 Old Country Road, Melville, NY 11747 (the "Assignor"), and Eyefinity, Inc., a California corporation, having a principal place of business at 3333 Quality Drive, Rancho Cordova, CA 95670 (the "Assignee").

WHEREAS, the Assignor desires to assign to the Assignee the trade names, trade dress, trademarks, service marks and logos listed on Exhibit A attached hereto, whether registered or unregistered (collectively the "Marks"); and all goodwill of the business symbolized by and associated with the Marks; and all registrations and applications for registration relating to the Marks including, without limitation, foreign counterparts; and all rights of whatever form whatsoever in and to any internet addresses and domain names owned and/or used by Assignor in connection with the Marks.

NOW, THEREFORE, for ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby agrees as follows:

1. Assignment.

Assignor hereby grants, transfers, assigns, sells, conveys and relinquishes exclusively to Assignee, its successors and assigns forever, the entire title, right, interest, ownership and all subsidiary rights in and to the Marks and any and all registrations thereto, together with the goodwill in the business symbolized by the Marks and any common law rights in the Marks, including, but not limited to, the following:

- (a) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill;
- (b) the right to secure registrations therein in Assignee's own name and to secure renewals and extension of the registrations and applications for registrations in the United States of America or any other country; and
- (c) the right to determine, in Assignee's sole discretion whether or not any registrations or applications for registration of the Marks shall be preserved and maintained or registered.

2. Power of Attorney. Assignor does hereby constitute and appoint Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of

Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth in paragraph 1 hereof, and from time to time to institute and prosecute in Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Marks and to defend and compromise any and all actions, suits and proceedings in respect of any of said Marks and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem advisable, Assignor hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

3. Further Assurances. Upon the request of Assignee or in case for any reason the Power of Attorney set forth in paragraph 2 hereof is insufficient to effect the assignment set forth in paragraph 1 hereof or effect any other purpose set forth in paragraph 2 hereof, Assignor agrees for itself and its successors, representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment contained in paragraph 1 hereof and the purposes set forth in paragraph 2 hereof.

4. Governing Law. This Trademark Assignment shall be governed by the laws of the state of New York (without reference to the conflicts of law provisions thereof).

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as a sealed instrument as of the date first stated above by its officer thereunto duly authorized.

ASSIGNOR:  Date: <u>March 26, 2012</u>	Marchon Eyewear, Inc.  By: <u>[Signature]</u>  Title: <u>Chief Operating Officer</u>
ASSIGNEE:  Date: <u>3/26/12</u>	Eyefinity, Inc.  By: <u>[Signature]</u>  Title: <u>Secretary</u>
WITNESS:  Date: _____ By: _____	

Reg. No. 2649158  
Mark: EXAMWRITER

Exhibit A to Trademark Assignment

MARK

Mark: EXAMWRITER

U.S. Trademark Registration No. 2649158, Registered on November 12, 2002.

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Trademark Assignment

Exhibit A

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