

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
Leonard Opticians Limited		09/16/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Luxury Optical Holdings Co.		
Street Address:	2651 N. Crimson Canyon Dr., Ste 110		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89128		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85783852	LEONARD OPTICIANS	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn, 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6475.017		
NAME OF SUBMITTER:	Sharon Patterson		
Signature:	/sharon patterson/		

OP \$40.00 85783852

Date:

09/16/2013

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made and entered into as of September 16, 2013 by and between Leonard Opticians Limited, a New York corporation (“**Assignor**”) and Luxury Optical Holdings Co., a Delaware corporation (“**Assignee**”). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of September 16, 2013 (the “**Purchase Agreement**”), by and among Assignee, Assignor and Arthur Leonard, Assignor has agreed to contribute and assign, and Assignee has agreed to acquire, the business and substantially all of the assets of Assignor.

WHEREAS, Assignor is the sole and exclusive owner of the Transferred IP, including without limitation, the trademarks and trade names listed in the attached Schedule A (the “**Trademarks**”).

NOW, THEREFORE, for good and valuable consideration, including the agreement to transfer the Transferred IP in exchange for the consideration payable under the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

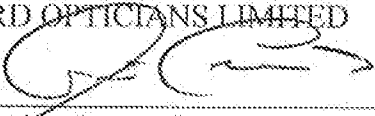
1. Assignor hereby contributes, assigns, transfers, conveys and delivers to Assignee, all of Assignor’s right, title and interest in and to the Transferred IP, together with the underlying goodwill of the Business.
2. Assignor hereby agrees to execute all documents to perfect, register and/or record the rights of Assignee to the Trademarks, as Assignee may deem appropriate. If Assignor does not, within fifteen (15) business days of presentment, return documents requested by Assignee to be executed by Assignor, then the Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest.
3. None of the terms or provisions of this Assignment may be waived, altered, modified or amended except by an instrument in writing duly executed by the parties.
4. This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns.
5. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of New York without regard to any principles of conflict of laws.
6. This Assignment may be executed (including by facsimile or electronic transmission) with counterpart signature pages or in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed by their duly authorized respective officers as of the date first written above.

ASSIGNOR:

LEONARD OPTICIANS LIMITED

By: 
Name: Arthur Leonard
Title: President

ASSIGNEE:

LUXURY OPTICAL HOLDINGS CO.

By: _____
Name: Glenn Reisch
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed by their duly authorized respective officers as of the date first written above.

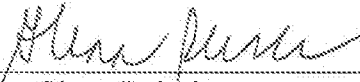
ASSIGNOR:

LEONARD OPTICIANS LIMITED

By: _____
Name: Arthur Leonard
Title: President

ASSIGNEE:

LUXURY OPTICAL HOLDINGS CO.

By:  _____
Name: Glenn Reisch
Title: President

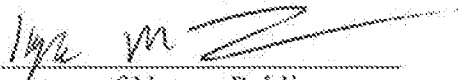
NOTARY

State of New York

) ss.

County of Nassau

On this the 13th day of September, 2013, before me, Kyle M. Lawrence, the undersigned Notary Public, personally appeared Arthur Leonard, to me known as the President of Leonard Opticians Limited, a New York corporation, the above-named, proved to me through satisfactory evidence of identity, which was personally known to be the person whose name is assigned on the preceding document, and acknowledged to me that she signed it voluntarily for this stated purpose.


Signature of Notary Public

Kyle M. Lawrence
Printed Name of Notary Public

My Commission Expires: _____

KYLE M. LAWRENCE
Notary Public, State of New York
No. 02LA61B5236
Qualified in Nassau County
Commission Expires April 14, 2016

SCHEDULE A
TRANSFERRED IP

Leonard Opticians trademark Serial Number 85783852