

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
Polaroid Eyewear U.S., LLC		04/03/2012	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Safilo USA, Inc.		
Street Address:	801 Jefferson Road		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07053-3753		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2824519	SUN COVERS	
CORRESPONDENCE DATA			
Fax Number:	2159727677		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-751-2622		
Email:	trademarks@schnader.com		
Correspondent Name:	James R. Meyer		
Address Line 1:	Schnader Harrison Segal & Lewis LLP		
Address Line 2:	1600 Market Street, Suite 3600		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	0851534-0101		
NAME OF SUBMITTER:	Kimberly Bittinger		
Signature:	/KIMBERLY BITTINGER/		

CH \$40.00 2824519

Date:

10/08/2013

Total Attachments: 5

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**AGREEMENT AND ASSIGNMENT OF MEMBERSHIP INTEREST
IN POLAROID EYEWEAR U.S., LLC**

THIS AGREEMENT AND ASSIGNMENT OF MEMBERSHIP INTEREST (this "Agreement") is made and entered into to be effective as of April 3, 2012 (the "Effective Date") by and between SM Eyewear Holding, Inc., a Florida corporation ("Assignor") and Safilo USA, Inc., a New Jersey corporation ("Assignee").

RECITALS

A. StyleMark Netherlands B.V., a private company with limited liability incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*) ("Seller"), and Safilo S.p.A., a private company incorporated under the laws of Italy (*Società per Azioni*) ("Purchaser"), have entered into a Share Sale and Purchase Agreement ("Purchase Agreement") dated November 17, 2011;

B. The Purchase Agreement provides for the sale of shares ("Shares") of StyleMark Eyewear Holding B.V., a private company with limited liability incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), by Seller to Purchaser;

C. The Purchase Agreement further provides for the sale and transfer of all the membership interests in Polaroid Eyewear U.S., LLC, a Florida limited liability company (the "Company") to Assignee;

D. Assignor owns a one hundred percent (100%) membership interest in Company;
and

E. Assignor desires to assign to Assignee and Assignee desires to acquire one hundred percent (100%) of Assignor's membership interest in the Company (the "Assigned Interest") pursuant to the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises, warranties and mutual covenants set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All of the capitalized terms that are contained in the Purchase Agreement shall have the same meaning herein as set forth therein.

2. **Assignment.** Assignor hereby assigns to Assignee, and Assignee hereby acquires, free and clear from any Encumbrances, the Assigned Interest, including the right, title and interest in and to the properties of Company, distributions, capital account, right to return of capital, and income, gain, loss, deduction and credit of the Company, in each case to the extent allocable to the Assigned Interest.

3. **Effective Time.** The assignment herein is effective as of the Effective Date, immediately following the consummation of the sale of the Shares to Safilo.

4. **Execution of Documents.** Each party agrees to execute all documents reasonably necessary to carry out the purposes of this Agreement and to cooperate with each other for the

expeditious filing of any and all documents and the fulfillment of all of the terms of this Agreement.

5. Purchase Agreement Controls. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Agreement supersedes any of the obligations, agreements, representations, covenants or warranties contained in the Purchase Agreement. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall control.

6. Successors and Assigns. This Agreement shall inure to the benefit of and shall be enforceable by the parties hereto and their successors and assigns.

7. Modification and Waiver. No supplement, modification, waiver or termination of this Agreement or any provisions hereof shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

8. Governing Law. This Agreement shall be governed by the laws of the State of Florida (without regard to principles of conflicts of laws).

9. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument.

[Signature page to follow.]

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective Date.

SM EYEWEAR HOLDING, INC.

By:  _____

Name:  _____

Title:  _____

SAFILO USA, INC.

By: _____

Name: _____

Title: _____

PHDATA:3776550_4

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective Date.

SM EYEWEAR HOLDING, INC.

By: _____

Name: _____

Title: _____

SAFILO USA, INC.

By: _____ 

Name: John Judge

Title: Senior Vice President & CFO

Trademarks

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
SUN COVERS	76/444,446	08/28/2002	2,824,519	3/23/2004