

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bugaboos Eyewear Corporation		04/29/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	FGX International Inc.		
Street Address:	500 George Washington Highway		
City:	Smithfield		
State/Country:	RHODE ISLAND		
Postal Code:	02917		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86128586	RYDERS	
Registration Number:	2642571	RYDERS EYEWEAR	
Registration Number:	4250547		
CORRESPONDENCE DATA			
Fax Number:	2149993623		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2149994487		
Email:	ip@gardere.com		
Correspondent Name:	Gardere Wynne Sewell LLP/Jason R. Fulmer		
Address Line 1:	1601 Elm Street, Suite 3000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	136198-3211		
NAME OF SUBMITTER:	Jason R. Fulmer		
SIGNATURE:	/Jason R. Fulmer/		
DATE SIGNED:	05/01/2014		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") effective as of April 19 2014 (the "*Effective Date*"), is by and between BUGABOOS EYEWEAR CORPORATION, a Canadian corporation having a business address of 758 Harbourside Drive, North Vancouver B.C. CANADA V7P 3R7 ("*Assignor*") and FGX INTERNATIONAL INC., a Delaware corporation having a business address of 500 George Washington Highway, Smithfield, Rhode Island 02917 ("*Assignee*"). Assignor and Assignee are sometimes referenced collectively as the "*Parties*".

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and corresponding trademark applications and registrations set forth in EXHIBIT A incorporated herein by reference, together with all goodwill associated therewith (hereinafter, the "*Marks*"); and

WHEREAS, Assignor desires to assign and transfer all of its rights, title and interest in, to, and under the Marks and all goodwill associated therewith to Assignee, and Assignee desires to acquire all of Assignor's rights, title and interest in, to, and under the Marks pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. ASSIGNMENT.

Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor's rights, title and interest in, to, and under, the Marks together with the goodwill associated therewith, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said Marks. Such rights, title and interest shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors and assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. RECORDALS/FURTHER ASSURANCES.

Assignee shall record this Assignment with the United States Patent and Trademark Office. Assignor shall execute and deliver to Assignee all such further instruments, assignments, assurances and other documents, and perform such other acts, as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee the rights herein assigned.

3. ORIGINALS/COUNTERPARTS.

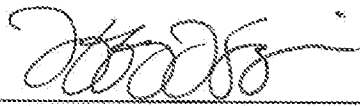
This Assignment may be executed by facsimile signature in multiple counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representative as of the Effective Date.

ASSIGNOR:

BUGABOOS EYEWEAR CORPORATION

Date: 4/29/14

By: 

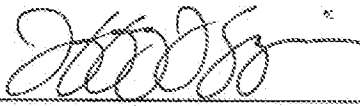
Name: Jeffrey J. Figuere

Title: EVP, General Counsel & Secretary

ASSIGNEE:

FGX INTERNATIONAL INC.


Date: 4/29/14

By: 

Name: Jeffrey J. Figuere

Title: EVP, General Counsel & Secretary

EXHIBIT A

Trademark	Application No.	Filing Date	U.S. Reg. No.	U.S. Reg. Date	Goods
RYDERS	86/128,586	11/25/2013	n/a	n/a	EYEGLASSES; SUNGLASSES; CASES FOR EYEGLASSES AND SUNGLASSES; CHAINS FOR EYEGLASSES AND SUNGLASSES; FRAMES FOR EYEGLASSES AND SUNGLASSES; LENSES FOR EYEGLASSES AND SUNGLASSES; SAFETY GOGGLES; SPORT GOGGLES FOR USE IN SNOW SKIING, WATER SKIING, MOTOR SPORTS, SCUBA DIVING, SWIMMING AND BIKING
RYDERS EYEWEAR	76/333,903	11/05/2001	2,642,571	10/29/2002	EYEGLASSES; SUNGLASSES; CASES FOR EYEGLASSES AND SUNGLASSES; CHAINS FOR EYEGLASSES AND SUNGLASSES; FRAMES FOR EYEGLASSES AND SUNGLASSES; LENSES FOR EYEGLASSES AND SUNGLASSES; SAFETY GOGGLES; SPORT GOGGLES FOR USE IN SNOW SKIING, WATER SKIING, MOTOR SPORTS, SCUBA DIVING, SWIMMING AND BIKING
	86/116,915	08/26/2010	4,250,547	11/27/2012	SUNGLASSES; CASES FOR EYEGLASSES AND SUNGLASSES; CHAINS FOR SUNGLASSES; FRAMES FOR EYEGLASSES AND SUNGLASSES; LENSES FOR EYEGLASSES AND SUNGLASSES; SPORT GOGGLES FOR USE IN SNOW SKIING, WATER SKIING, MOTOR SPORTS AND BIKING