

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM312440

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
1-800 Contacts, Inc.		01/31/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	glasses.com Inc.		
<b>Street Address:</b>	4000 Luxottica Place		
<b>City:</b>	Mason		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45040		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85320884	CRITERION	
<b>Serial Number:</b>	85447890	GLASSES.COM	
<b>Serial Number:</b>	85137947	CLEANSHIELD	
<b>Serial Number:</b>	85137470	ARABELLA	
<b>Serial Number:</b>	85123152	PAOLO VISCONTI	
<b>Serial Number:</b>	85641054	GLASSES.COM	
<b>Serial Number:</b>	85641069	GLASSES.COM	
<b>Serial Number:</b>	85702520	LOVE YOUR GLASSES	
<b>Serial Number:</b>	85695395	HDFIT	
<b>Serial Number:</b>	85695394	3DFIT	
<b>Serial Number:</b>	85695393	HDFIT	
<b>Serial Number:</b>	85695379	3DFIT	
<b>Serial Number:</b>	85702517	LOVE YOUR GLASSES	
<b>Serial Number:</b>	86005878	GLASSES.COM	
<b>Serial Number:</b>	86031049	A BETTER WAY TO LOOK	
<b>Serial Number:</b>	86084107	KENSINGTON ROAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 516-484-3800  
**Email:** KTrapani@us.luxottica.com  
**Correspondent Name:** Luxottica U.S. Holdings Corp.  
**Address Line 1:** 12 Harbor Park Drive  
**Address Line 4:** Port Washintgon, NEW YORK 11050

<b>ATTORNEY DOCKET NUMBER:</b>	GLASSES.COM ASSIGNMENT
<b>NAME OF SUBMITTER:</b>	Michael A. Boxer
<b>SIGNATURE:</b>	/michael a. boxer/
<b>DATE SIGNED:</b>	07/31/2014

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of January 31, 2014 (the "Effective Date"), is made and entered into by and between 1-800 Contacts, Inc., a corporation organized under the laws of the State of Delaware ("Assignor"), having an address at 66 E. Wadsworth Park Drive, Draper, Utah 84062, in favor of glasses.com Inc. (formerly known as "Leonardo Optical Corp."), a corporation organized under the laws of the State of Ohio ("Assignee"), having an address at 4000 Luxottica Place, Mason, Ohio 45040. Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in that certain Purchase and Sale Agreement between Assignor, Assignee, ATH Holding Company, LLC, an Indiana limited liability company and indirect parent company of Assignor, and, solely for the purposes of Section 6.6 thereof, Luxottica U.S. Holdings Corp. a corporation organized under the Laws of the State of Delaware, dated as of December 23, 2013 (the "Purchase Agreement").

### WITNESSETH:

WHEREAS, Assignor owns the registered trademarks and trademark applications listed on Schedule A (the "Marks");

WHEREAS, pursuant and subject to the terms of the Purchase Agreement, Assignor agreed to sell, transfer, convey assign and deliver to Assignee, and Assignee agreed to purchase from Assignor, all of Assignor's right, title and interest in, to and under the Purchased Assets, including the Marks, and agreed to execute and deliver this Assignment for recordation with governmental authorities including the United States Patent and Trademark Office ("USPTO");

WHEREAS, pursuant to the terms of the Bill of Sale and Assignment between Assignor and Assignee, dated as of January 31, 2014, Assignor, subject to Section 2.1 of the Purchase Agreement, sold, conveyed, transferred, assigned and delivered to Assignee, and Assignee accepted, all of Assignor and its Subsidiaries' right, title and interest in and to the Purchased Assets, including the Marks; and

WHEREAS, Assignor and Assignee now desire to evidence and effectuate the conveyance, transfer assignment and delivery by Assignor to Assignee of the Marks.

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor has sold, conveyed, transferred, and assigned to Assignee, its successors, legal representatives, and assigns, all of its right, title and interest in and to the Marks set forth in Schedule A attached hereto, including all applications, registrations and renewals that may be granted thereon, together with all goodwill associated therewith.

2. Assignor hereby authorizes and requests the Register of the USPTO, and any official of any country or countries foreign to the United States, whose duty is to issue

trademark registrations or other evidence or forms of intellectual property or industrial property protection on applications, to issue the same to the Assignee, its successors, legal representatives and assigns, with respect to the Marks in accordance with the terms of this Assignment and to record and register this Assignment upon request of Assignee.

3. Assignor hereby agrees to execute, upon the request and at the expense of Assignee, such additional instruments, documents and papers as are necessary to give full effect to and to perfect the rights of Assignee under this Assignment in and to the Marks.

4. This Agreement is an instrument of transfer and conveyance contemplated by, and is executed and delivered under and subject to, the Purchase Agreement, and nothing contained in this Assignment shall be deemed to modify any of the provisions of the Purchase Agreement or any rights or obligations of Seller or Purchaser under the Purchase Agreement. In the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

5. This Assignment, the Purchase Agreement and the other agreements contemplated by the Purchase Agreement embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersede all other prior agreements and understandings among the parties hereto with respect to such subject matter. This Assignment may not be modified, amended or superseded except in a writing signed by both Assignor and Assignee.


6. The sole and exclusive remedies of Assignee, and its successors and assigns, on the one hand, and Assignor, on the other hand, with respect to a breach of this Assignment shall be the remedies expressly provided for in the Purchase Agreement.

7. This Assignment and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws rules thereof.

8. This Assignment may be executed in one or more counterparts (including by means of facsimile or email of a portable document format (.pdf) of the signature pages) and all such counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer on the date set forth below.

L-800 CONTACTS, INC.

By:   
Name: Brian Bethers  
Title: President

*[Signature Page to Trademark Assignment Agreement]*

IN WITNESS WHEREOF, Assignee has caused this Assignment to be duly executed by its duly authorized officer on the date set forth below.

GLASSES.COM INC.



By: *Carlo Privitera*  
Name: Carlo Privitera  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: Sue Kinsey  
Title: Vice President, Controller

*[Signature Page to Trademark Assignment Agreement]*

IN WITNESS WHEREOF, Assignee has caused this Assignment to be duly executed by its duly authorized officer on the date set forth below.

GLASSES.COM INC.



By: \_\_\_\_\_  
Name: Carlo Privitera  
Title: Chief Executive Officer

By: Sue Kinsey  
Name: Sue Kinsey  
Title: Vice President, Controller

*[Signature Page to Trademark Assignment Agreement]*

**SCHEDULE A**

**Registered Trademarks and Trademark Applications**

<b>Serial / Registration Number</b>	<b>Mark</b>	<b>Filing Date</b>	<b>Status</b>
85-320884 / 4,191,702	CRITERION	5/13/2011	Registered
85-447890 / 4,204,828		10/14/2011	Registered
85-137947 / 4,172,275	CleanShield	9/24/2010	Registered
85-137470 / 4,039,658	ARABELLA	9/24/2010	Registered
85-123152 / 4,061,234	PAOLO VISCONTI	9/3/2010	Registered
85-641054 / 4,408,055		6/1/2012	Registered
85-641069		6/1/2012	Pending
85-702520	LOVE YOUR GLASSES	8/13/2012	Pending
85-695395	HDfit	8/4/2012	Pending
85-695394	3Dfit	8/4/2012	Pending
85-695393	HDfit	8/4/2012	Pending
85-695379	3Dfit	8/3/2012	Registered
85-702517	LOVE YOUR GLASSES	8/13/2012	Pending
86-005878		7/9/2013	Pending
86-031049	A BETTER WAY TO LOOK	8/7/2013	Pending
86-084107	KENSINGTON ROAD	10/7/2013	Pending