

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318267

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Optical Services, LLC		09/22/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Emerging Vision, Inc.		
Street Address:	520 Eighth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1773868	THE EYE GALLERY	
CORRESPONDENCE DATA			
Fax Number:	201-488-94		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	201-488-3900		
Email:	rgreen@shapiro-croland.com		
Correspondent Name:	Robert F. Green/Shapiro & Croland		
Address Line 1:	411 Hackensack Avenue		
Address Line 4:	Hackensack, NEW JERSEY 07601		
NAME OF SUBMITTER:	Robert F. Green		
SIGNATURE:	/Robert F. Green/		
DATE SIGNED:	09/29/2014		
Total Attachments: 2			
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ASSIGNMENT OF TRADEMARK

WHEREAS, American Optical Services, LLC, a Delaware limited liability company ("Assignor") and Emerging Vision, Inc., a New York corporation ("Assignee") entered into an Asset Purchase Agreement dated September 5, 2014, pursuant to which Assignor agreed to assign certain intellectual property to Assignee, including trademarks and other of Assignor's assets;

WHEREAS, Assignor wishes to further document the assignment and transfer of Assignor's entire right, title and interest in the trademark(s) described on Exhibit A hereto (the "Marks");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

1. Assignor does hereby assign unto Assignee, all of Assignor's right, title and interest in and to the Marks, throughout the world, together with all rights, claims and privileges associated therewith including, without limitation, all good will associated with the Marks, the right to prosecute and maintain registrations for the Marks, the right to claim priority in connection with the Marks, all causes of action Assignor may have for past, present or future infringement of the Marks and all rights Assignor has to sue and collect damages and payments for claims of past, present or future infringement of the Marks.
2. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks of the United States, and corresponding authorities in any jurisdictions worldwide, to record Assignee as owner of all right, title and interest in and to the Marks.
3. Assignor agrees to execute all further documents deemed necessary or desirable by Assignee to effectuate, protect or enforce Assignee's rights obtained hereunder.
4. A signed copy of this Assignment shall be enforceable as an original.

Date: *September 22, 2014*

Assignor: American Optical Services, LLC.

By: 

Name: *Thomas J. Allison*

Title:

CEO

Exhibit A

<u>TradeMark</u>	<u>Registration Number</u>
The Eye Gallery	1773868