

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326642

<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>
DB Vision IP, LLC		12/18/2014	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eyemart Express LLC		
<b>Street Address:</b>	13800 Senlac Drive #200		
<b>City:</b>	Farmers Branch		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75234		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4269207	DB VISION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<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>			
<b>Phone:</b>	2127288000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Meghan Hungate c/o Willkie Farr & Gallag		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	120588.00050 MHH		
<b>NAME OF SUBMITTER:</b>	Meghan M. Hungate		
<b>SIGNATURE:</b>	/meghanmhungate/		
<b>DATE SIGNED:</b>	12/18/2014		
<b>Total Attachments: 4</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (the "Agreement") is made and entered into as of December 18, 2014 by and between DB Vision IP, LLC, a Texas limited liability company with offices located at 13800 Senlac Drive, Suite 200, Farmers Branch, TX 75234 ("Assignor"), Eyemart Express Holdings LLC ("Holdco") and Eyemart Express LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Contribution Agreement (as defined below).

WHEREAS, pursuant to a Contribution Agreement, dated as of October 31, 2014, by and among the Company, Holdco, Assignee, 20/20 Express, LLC, a Texas limited liability company, Dr. H. Douglas Barnes, H. Douglas Barnes, Jr., Barnes 2012 Dynasty Trust, Barnes Family Irrevocable Trust, H.D. Barnes Management Company, Inc., and HDB 20/20, LLC (the "Contribution Agreement"), (i) the Assignor has agreed to contribute to the capital of, and convey, transfer, assign and deliver to, Holdco, the Contributed Assets and (ii) Holdco has agreed to contribute to the capital of, and convey, transfer, assign and deliver to Assignee, the Contributed Assets;

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to the trademark set forth on Schedule A attached hereto, including all goodwill associated therewith (the "Trademark"); and

WHEREAS, Assignor desires to assign, sell, convey and transfer all of Assignor's right, title and interest in and to the Trademark to Assignee, and Assignee desires to receive all right, title and interest in and to the Trademark.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. (i) Assignor does hereby irrevocably sell, convey, transfer, assign and deliver to Holdco, its successors and assigns, and Holdco accepts from Assignor, all of Assignor's right, title and interest in and to the Trademark and all of the goodwill associated therewith, together with all causes of action, past, present and future related to the Trademark, including all right to damage and profits, due or accrued, throughout the world and (ii) Holdco does hereby irrevocably sell, convey, transfer, assign and deliver to Assignee, its successors and assigns, and Assignee accepts from Holdco, all of Holdco's right, title and interest in and to the Trademark and all of the goodwill associated therewith, together with all causes of action, past, present and future related to the Trademark, including all right to damage and profits, due or accrued, throughout the world. Assignor further consents to recordation of this Assignment by Assignee, including with the U.S. Patent and Trademark Office or other similar foreign office.

2. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

3. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.

4. This Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees and successors.

5. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first written above.

DB Vision IP, LLC

By: 

Name:

Title:

Eyemart Express Holdings LLC

By: 

Name: H. Douglas Barnes, Jr.

Title: Vice President

Eyemart Express LLC

By: 

Name: H. Douglas Barnes, Jr.

Title: Vice President

[Signature Page to Eyemart Trademark Assignment (DB Vision IP LLC)]

**TRADEMARK**  
**REEL: 005422 FRAME: 0270**

**SCHEDULE A**

<b>TRADEMARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
DB VISION	4269207	1/1/2013