

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326641

<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>
HDB EME Holdings, Ltd.	FORMERLY Eyemart Express, Ltd.	12/18/2014	LIMITED PARTNERSHIP: 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: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3897109	DR BARNES' EYEMART EXPRESS	
<b>Registration Number:</b>	4502043	DR. BARNES' EYEWEAR EXPRESS	
<b>Registration Number:</b>	3897110	DR BARNES' VISION 4 LESS	
<b>Registration Number:</b>	3843419	DR. BARNES' EYEMART EXPRESS	
<b>Registration Number:</b>	3843420	DR. BARNES' VISION 4 LESS	
<b>Registration Number:</b>	4110527	DR. BARNES' VISION 4 LESS	
<b>Registration Number:</b>	3950920	DR. BARNES' VISIONMART EXPRESS	
<b>Registration Number:</b>	1999527	EYEMART EXPRESS	
<b>Registration Number:</b>	4056376	EYEMART EXPRESS	
<b>Registration Number:</b>	3022421	VISION 4 LESS	
<b>Registration Number:</b>	4066623	VISION 4 LESS	
<b>Registration Number:</b>	3022422	VISION 4 LESS	
<b>Registration Number:</b>	3877636	VISIONMART EXPRESS	
<b>Registration Number:</b>	4056377	VISIONMART EXPRESS	
<b>Serial Number:</b>	86206557	20/20 EXPRESS	
<b>Serial Number:</b>	86191573	EYEWEAR EXPRESS	
<b>Registration Number:</b>	4056374	VISION 4 LESS	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$440.00 3897109

**Fax Number:** 2127288111

*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.*

**Phone:** 2127288000

**Email:** ipdept@willkie.com

**Correspondent Name:** Meghan Hungate c/o Willkie Farr & Gallag

**Address Line 1:** 787 Seventh Avenue

**Address Line 4:** New York, NEW YORK 10019

<b>ATTORNEY DOCKET NUMBER:</b>	120588.00050 MHH
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<b>NAME OF SUBMITTER:</b>	Meghan M. Hungate
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<b>SIGNATURE:</b>	/meghanmhungate/
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<b>DATE SIGNED:</b>	12/18/2014
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**Total Attachments: 4**

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source=Project California\_ Trademark Assignment Agreement (Eyemart Express Ltd.) (Fully Executed)#page2.tif

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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 HDB EME Holdings, LTD. (f/k/a Eyemart Express, Ltd.), a Texas limited partnership with offices located at 2110 Hutton Drive, Carrollton, TX 75006 ("Assignor"), Eyemart Express Holdings LLC, a Delaware limited liability company ("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 trademarks set forth on Schedule A attached hereto, including all goodwill associated therewith (the "Trademarks"); and

WHEREAS, (i) Assignor desires to assign, sell, convey and transfer all of Assignor's right, title and interest in and to the Trademarks to Holdco, and Holdco desires to receive all right, title and interest in and to the Trademarks and (ii) Holdco desires to assign, sell, convey and transfer all of Holdco's right, title and interest in and to the Trademarks to Assignee, and Assignee desires to receive all right, title and interest in and to the Trademarks.

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 Trademarks and all of the goodwill associated therewith, together with all causes of action, past, present and future related to the Trademarks, 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 Trademarks and all of the goodwill associated therewith, together with all causes of action, past, present and future related to the Trademarks, 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.

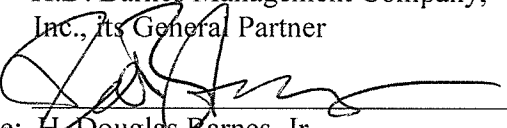
4. This Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees and successors.

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.

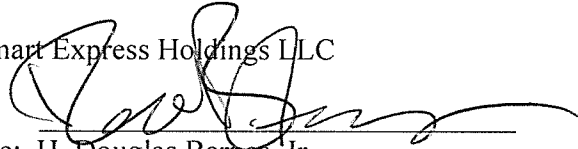
IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first written above.

HDB EME Holdings, LTD. (f/k/a Eyemart Express, Ltd.)

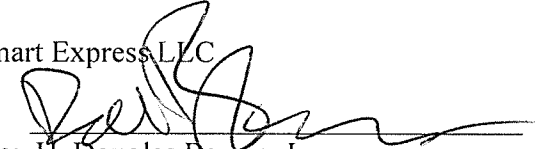
By: H.D. Barnes Management Company,  
Inc., its General Partner

By:   
Name: H. Douglas Barnes, Jr.  
Title: Vice President

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 (Eyemart Express Ltd.)]

**SCHEDULE A**

<b>TRADEMARK</b>	<b>REGISTRATION NO. (APPLICATION NO.)</b>	<b>REGISTRATION DATE (APPLICATION DATE)</b>
DR BARNES' EYEMART EXPRESS	3897109	12/28/2010
DR. BARNES' EYEWEAR EXPRESS	4502043	3/25/2014
DR BARNES' VISION 4 LESS	3897110	12/28/2010
DR. BARNES' EYEMART EXPRESS	3843419	9/7/2010
DR. BARNES VISION 4 LESS	3843420	9/7/2010
DR. BARNES' VISION 4 LESS and Design	4110527	3/13/2012
DR. BARNES' VISIONMART EXPRESS	3950920	4/26/2011
EYEMART EXPRESS	1999527	9/10/1996
EYEMART EXPRESS	4056376	11/15/2011
VISION 4 LESS	3022421	12/6/2005
VISION 4 LESS	4066623	12/6/2011
VISION 4 LESS and Design	3022422	12/6/2005
VISION 4 LESS and Design	4056374	11/15/2011
VISIONMART EXPRESS	3877636	11/16/2010
VISIONMART EXPRESS	4056377	11/15/2011
20/20 EXPRESS	(86/206557)	(2/27/2014)
EYEWEAR EXPRESS	(86/191573)	(2/12/2014)