

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331055

<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>
Holles Laboratories, Inc.		02/07/2014	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alden Optical Laboratories, Inc.		
<b>Street Address:</b>	60 Lancaster Way		
<b>City:</b>	Lancaster		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14086		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2736730	FLUORESOF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7168526100		
<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>Email:</b>	thartnova@phillipslytle.com		
<b>Correspondent Name:</b>	Tara Hart-Nova, Phillips Lytle LLP		
<b>Address Line 1:</b>	125 Main Street, One Canalside		
<b>Address Line 2:</b>	Intellectual Property Group		
<b>Address Line 4:</b>	Buffalo, NEW YORK 14203		
<b>NAME OF SUBMITTER:</b>	Tara Hart-Nova		
<b>SIGNATURE:</b>	/Tara Hart-Nova/		
<b>DATE SIGNED:</b>	02/04/2015		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of the 2 day of September 2014, by and between Holles Laboratories, Inc., a Massachusetts corporation with its principal office at 30 Forest Notch, Cohasset, Massachusetts 02025, ("Assignor"), and Alden Optical Laboratories, Inc., a New York corporation with its principal office at 60 Lancaster Way, Lancaster, New York 14086 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of February 7, 2014 (the "Purchase Agreement"), pursuant to which Assignor agreed to transfer and assign, and Assignee agreed to purchase and accept from Assignor, certain assets;

WHEREAS, the acquired assets include, among other things, certain marks, and a trademark registration set forth on Exhibit A attached hereto (the "Mark"), together with the goodwill of the business, goods and services connected with and symbolized by the Mark;

WHEREAS, Assignor desires to assign its right, interest and title in the Mark to Assignee and Assignee desires to acquire the entire right, title and interest in and to the Mark; and

WHEREAS, in order to evidence the acquisition of Assignor's right, title and interest in and to the Mark, Assignor desires to execute this Assignment in favor of Assignee.

NOW THEREFORE, in exchange for good and valuable consideration the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below:

### 1. Assignment of Marks.

1.1 Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title, interest, whether grounded in common law, state law or federal law, or otherwise, in and to the Mark in the United States and all jurisdictions outside the United States, together with all goodwill of the business, goods and/or services connected with and symbolized by the Mark and in and to all income, royalties, or damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Mark, (including, without limitation, the right to renew any existing registrations of the Mark, the right to apply for registrations within or outside the United States based in whole or in part upon the Mark, and any priority right that may arise from the Mark), the same to be held and enjoyed by Assignee as fully and entirely as said interest would have been enjoyed by Assignee had it been the original owner of the Mark.

1.2 Assignor authorizes the United States Patent and Trademark Office, and any counterpart of jurisdictions outside the United States, to record the assignment and transfer of the registrations for the Mark to Assignee as assignee of Assignor's entire right, title and interest therein.

1.3 The rights transferred by this Assignment include the right to bring all legal actions related to the Mark and the registration, including actions for any infringement, no matter whether the infringement occurred before or after this Assignment, and the right to recover damages for such infringement.

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

3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

4. Entire Agreement; Amendment. This Agreement is subject to all of the terms and conditions of the Purchase Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control. Nothing in this Agreement is intended to modify or supersede any of the provisions of the Purchase Agreement. This Agreement shall not be amended or modified except by a writing signed by the parties hereto.

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

Assignor:

HOLLES LABORATORIES, INC.

By: *Theodora Seleas*  
Name: *Theodora Lelecas*  
Title: *President, Holler Laboratories, Inc.*

Assignee:

ALDEN OPTICAL LABORATORIES, INC.

By: *Thomas R. Sironi*  
Name: *Thomas R. Sironi*  
Title: *PRESIDENT, ALDEN OPTICAL Laboratories Inc.*

Doc #01-2768377.1

TRADEMARK

REEL: 005453 FRAME: 0019

**Exhibit A**

**Trademark:**

FLUORESOFT, Registration No. 2,736,730, Registration Date: July 15, 2013.