# CH \$40.00 267158

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM351073

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Eye Level Solutions, LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	KeHE Eye Level, LLC	
Street Address:	1245 E. Diehl Rd.	
City:	Naperville	
State/Country:	ILLINOIS	
Postal Code:	60563	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	2671586	EYE LEVEL SOLUTIONS	

## **CORRESPONDENCE DATA**

**Fax Number:** 3125585700

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: 312 558-9583
Email: mfoy@winston.com

Correspondent Name: Michelle Foy, Paralegal

Address Line 1: Winston & Strawn LLP, 35 W. Wacker Drive

Address Line 2: Suite 4200

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	10802-17
NAME OF SUBMITTER:	Michelle C. Foy
SIGNATURE:	/Michelle C. Foy/
DATE SIGNED:	08/11/2015

#### **Total Attachments: 4**

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### **ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is entered into and effective as of this 31st day of July, 2015 by Eye Level Solutions, LLC (formerly Eye Level System, LLC and formerly Kehe Eye Level, LLC), a Delaware limited liability company ("Assignor"), in favor of KeHE Eye Level, LLC, a Delaware limited liability company ("Assignee"), and collectively referred to as the "Parties."

WHEREAS, Assignor is the owner all right, title and interest in and to the marks and trademark registrations shown in Exhibit A attached hereto (the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee and Assignee has agreed to purchase, acquire, receive and take assignment and delivery of the Trademarks, together with the goodwill connected with the use of and symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as set forth below.

- 1. Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks) and rights to sue for past infringement thereof, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.
- 2. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit A to Assignee as assignee of Assignor's entire right, title and interest therein.
  - 3. Assignee hereby accepts the assignment of the Trademarks from Assignor.
- 4. This Assignment shall be governed by, and construed in accordance with, the federal Lanham Act and Delaware law where state law is applicable.
- 5. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.
- 6. Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to fully effectuate this Assignment.

CHI:2938204.2 TRADEMARK
REEL: 005597 FRAME: 0720

IN WITNESS WHEREOF, the F have executed this Assignment as of the da	'arties hereto, intending to be legally bound thereby ate first written above.		
ASSIGNOR:	EYE LEVEL SOLUTIONS, LLC (formerly Kehe Eye Level, LLC), a Delaware limited liability company  By:  Name:  Title:		
STATE OF Florida			
COUNTY OF <u>Pinellas</u>			
This instrument was acknowledged befor of EYE LEVEL SOLUT	e me on August 3°, 2015, by John Miles as		
My Commission Expires:	Notary Public Occasioner No.: "FF 022241		
Acknowledged and Agreed: ASSIGNEE:	KEHE EYE LEVEL, LLC, a Delaware limited liability company		



have executed this Assignment as of the date first written above. ASSIGNOR: EYE LEVEL SOLUTIONS, LLC (formerly Kehe Eye Level, LLC), a Delaware limited liability company By:\_\_\_\_\_ Name:\_\_\_\_ Title:\_\_\_\_ STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ This instrument was acknowledged before me on \_\_\_\_\_\_, 2015, by \_\_\_\_\_\_ as \_\_\_\_\_ of EYE LEVEL SOLUTIONS, LLC. Notary Public My Commission Expires: Commissioner No.:\_\_\_\_ Acknowledged and Agreed: ASSIGNEE: KEHE EYE LEVEL, LLC, a Delaware limited liability company

By:\_\_\_\_

Name:\_\_\_\_\_

Title:

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby,

## **EXHIBIT A**

# **Trademarks**

# U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
EYE LEVEL SOLUTIONS	Registered	76/319871	10/1/2001	2,671,586	1/7/2003

TRADEMARK REEL: 005597 FRAME: 0723

**RECORDED: 08/11/2015**