

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kaenon, Inc.		11/17/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kaenon, LLC		
Street Address:	10 Faraday		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	LIMITED LIABILITY COMPANY: OREGON		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2923185		
Registration Number:	2580455	EVOLVE OPTICALLY	
Registration Number:	2641136	GLARE 86	
Registration Number:	2599512	KAENON	
Registration Number:	3611745	KAENON	
Registration Number:	2580448	LTL	
Registration Number:	3810923	LUXURY PERFORMANCE	
Registration Number:	4268936	NEVER COMPROMISE	
Registration Number:	3887803	SEQUENCE	
Registration Number:	2633395	SR-91	
CORRESPONDENCE DATA			
Fax Number:	5034193001		
<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:	5034193015		
Email:	amcquesten@white-summers.com		
Correspondent Name:	Ann McQuesten		
Address Line 1:	805 SW Broadway		
Address Line 4:	Portland, OREGON 97205		

OP \$265.00 2923185

NAME OF SUBMITTER:	Ann McQuesten
SIGNATURE:	/Ann McQuesten/
DATE SIGNED:	12/11/2015
Total Attachments: 7 source=Trademark Assignment (FINAL)#page1.tif source=Trademark Assignment (FINAL)#page2.tif source=Trademark Assignment (FINAL)#page3.tif source=Trademark Assignment (FINAL)#page4.tif source=Trademark Assignment (FINAL)#page5.tif source=Trademark Assignment (FINAL)#page6.tif source=Trademark Assignment (FINAL)#page7.tif	

ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT (“Assignment”), dated as of November 17, 2015, is made by Kaenon, Inc., a Delaware corporation (the “Assignor”), to Kaenon, LLC, an Oregon limited liability company (the “Assignee”). Reference is made to that certain Asset Purchase Agreement, dated as of November 17, 2015 (the “Purchase Agreement”), by and among Assignor, Assignee, solely for purposes of Sections 6.10 and 9, OluKai, LLC, an Oregon limited liability company, solely for the purposes of Sections 6.3, 6.8, 6.10 and 9, Reinet Fund S.C.A., F.I.S. acting through its general partner Reinet Fund Manager S.A., and solely for purposes of Sections 2.6, 2.7, 2.9, 2.10, 6.10 and 9, Reinet Columbus Limited, a private company registered in Jersey. Capitalized terms used and not defined herein shall have the respective meanings attributed to them in the Purchase Agreement.

WHEREAS, the Assignor desires to assign to the Assignee, pursuant to and in accordance with the terms of the Purchase Agreement, the registered trademarks set forth on Exhibit A hereto (the “Assigned Trademarks”), in the jurisdictions to which they relate; and

WHEREAS, the Assignee desires to acquire the Assignor’s entire worldwide right, title and interest in and to the Assigned Trademarks, and the Assignor is willing to assign the Assigned Trademarks to the Assignee.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. The Assignor does hereby sell, assign, transfer and convey to the Assignee, its entire world wide right, title and interest in and to the Assigned Trademarks, together with the goodwill connected with and symbolized by the Assigned Trademarks, the same to be held and enjoyed by the Assignee for its own use and enjoyment and the use and enjoyment of its successors, permitted assigns or other legal representatives, to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties and payments now or hereafter due or payable with respect thereto.

2. The respective rights and obligations of the Assignor and the Assignee with respect to the Assigned Trademarks assigned and assumed hereby shall be governed by the Purchase Agreement, and this Assignment is subject to the covenants, representations, warranties and other provisions thereof. No provision in this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement and, in the event of a conflict between this Assignment and the Purchase Agreement, the parties agree that the Purchase Agreement shall control.

3. The Assignor, for itself and its successors and assigns, agrees that it will at any time and from time to time, at the reasonable request of the Assignee or its successors or assigns, execute and deliver, or cause to be executed and delivered, all such other and further instruments and take, or cause to be taken, all such other and further actions that the Assignee may

reasonably request and Assignor may rightfully execute in order to more fully vest in Assignee all right, title, interest and privileges in respect of the Assigned Trademarks.

4. Assignor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer in the United States or other jurisdiction record this Assignment.

5. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors in interest, and their respective assigns.

6. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of California, without regard to the principles of conflicts of law that would result in the application of the laws of any other jurisdiction.

7. This Assignment may be amended, supplemented or modified, and any provision hereof may be waived, only pursuant to a written instrument making specific reference hereto signed by each of the parties hereto.


8. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their duly authorized representatives as of the day and year first above written.

ASSIGNOR:

KAENON, INC.

By:  _____
Name: Darren Rosenberg
Title: President

ASSIGNEE:

KAENON, LLC

By: OLUKAI, LLC, its sole member

By: _____
Name: James L. Harris
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their duly authorized representatives as of the day and year first above written.

ASSIGNOR:

KAENON, INC.

By: _____

Name: Darren Rosenberg

Title: President

ASSIGNEE:

KAENON, LLC

By: **OLUKAI, LLC, its sole member**

By: _____

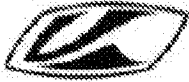
Name: James L. Harris

Title: Chief Executive Officer

EXHIBIT A

ASSIGNED TRADEMARKS

I. UNITED STATES TRADEMARK REGISTRATIONS

MARK	REG. NO.	REG. DATE	CLASS AND GOODS
	2,923,185	02/01/2005	<p>Class 09, for "Anti-glare, protective eyewear, namely, sunglasses, goggles for use in sports, spectacles, performance and fashion-oriented eyewear and their parts and accessories, namely non-prescription and prescription eyewear and sunglass lenses, earpieces, frames, straps and protective cases for eyewear;"</p> <p>Class 25, for "Clothing, footwear and headwear, namely hats, caps, visors, and shirts."</p>
EVOLVE OPTICALLY	2,580,455	06/11/2002	Class 09, for "Anti-glare, protective eyewear, namely sunglasses, goggles, spectacles, performance and fashion-oriented eyewear and their parts and accessories, namely, non-prescription and prescription lenses, earpieces, frames, straps and/or other specially designed retention systems, and protective cases for eyewear."
GLARE 86	2,641,136	10/22/2002	Class 09, for "Anti-glare, protective eyewear, namely sunglasses, goggles, spectacles, performance and fashion-oriented eyewear and their parts and accessories, namely non-prescription and prescription lenses; polarizing film sold as a component of non-prescription and prescription lenses."
KAENON	2,599,512	07/23/2002	Class 09, for "Anti-glare, protective eyewear, namely, sunglasses, goggles, spectacles, performance and fashion-oriented eyewear and their parts and accessories, namely, non-prescription and prescription lenses, earpieces, frames, straps and/or specially designed retention systems, and protective cases for eyewear."

MARK	REG. NO.	REG. DATE	CLASS AND GOODS
KAENON	3,611,745	04/28/2009	Class 25, for "Clothing and headwear, namely, hats, caps, visors, and shirts."
LTL	2,580,448	06/11/2002	Class 09, for "Anti-glare, protective eyewear, namely sunglasses, goggles, spectacles, performance and fashion-oriented eyewear and their parts and accessories, namely non-prescription and prescription lenses."
LUXURY PERFORMANCE	3,810,923	06/29/2010	Class 09, for "Eyewear, namely, prescription and non-prescription (plano) eyewear, spectacles, sunglasses and /or sport goggles; prescription and non-prescription lenses; and eyewear frames."
NEVER COMPROMISE	4,268,936	01/01/2013	Class 09, for "Anti-glare, protective eyewear, namely, sunglasses, safety goggles, spectacles, performance and fashion-oriented eyewear and their parts and accessories, namely, non-prescription and prescription lenses."
SEQUENCE	3,887,803	12/07/2010	Class 09, for "Anti-glare, protective eyewear, namely, sunglasses, goggles, spectacles, performance and fashion-oriented eyewear and their parts and accessories, namely, non-prescription and prescription lenses."

MARK	REG. NO.	REG. DATE	CLASS AND GOODS
SR-91	2,633,395	10/08/2002	Class 09, for "Anti-glare, protective eyewear, namely sunglasses, goggles, spectacles, performance and fashion- oriented protective eyewear and parts and accessories therefore, namely, prescription and non-prescription sunglass lenses."

II. EUROPEAN UNION TRADEMARK REGISTRATION

MARK	REG. NO.	REG. DATE	CLASS AND GOODS
KAENON	004131967	08/08/2006	Class 09, for "Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; automatic vending machines and mechanisms for coin-operated apparatus; cash registers; fire-extinguishing apparatus;" Class 25, for "Clothing, footwear, headgear;" and, Class 41, for "Education; providing of training; entertainment; sporting and cultural activities."

III. SWITZERLAND TRADEMARK REGISTRATION

MARK	REG. NO.	REG. DATE	CLASS AND GOODS
KAENON	667072	12/08/2014	Class 09, for "Anti-glare, protective eyewear, namely, sunglasses, goggles, spectacles, performance and fashion-oriented eyewear and their parts and accessories, namely, non-prescription and prescription lenses, earpieces, frames, straps and/or other specially designed retention systems, and protective cases for eyewear;" Class 25, for "Clothing and headwear, namely, hats, caps, visors, and shirts."