

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389379

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRANSITIONS OPTICAL, INC.		11/01/2015	Company: DELAWARE

RECEIVING PARTY DATA

Name:	TRANSITIONS OPTICAL LIMITED
Street Address:	Tuam Industrial Estate
City:	Dunmore Road, Tuam, Co Galway
State/Country:	IRELAND
Entity Type:	Limited Liability Company: IRELAND

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	4796421	ACTIVATIONS
Serial Number:	85735340	CHROME A7
Registration Number:	3154161	EYE DIDN'T KNOW THAT!
Registration Number:	3262523	HEALTHY SIGHT COUNSELING
Registration Number:	3146783	HEALTHY SIGHT IN EVERY LIGHT
Registration Number:	4455523	LIFE WELL LIT
Registration Number:	4417414	LIFE360
Serial Number:	86610923	LIGHTSMART
Registration Number:	4100535	LIVE YOUR VISION
Registration Number:	4201201	LIVE YOUR VISION
Registration Number:	3671803	
Registration Number:	4428050	OFFICIAL SPONSOR OF SIGHTSEEING
Registration Number:	4350943	PHOTOVIEWS
Registration Number:	4354238	
Registration Number:	2388555	
Registration Number:	3058208	
Registration Number:	3551877	TRANSITIONS
Registration Number:	1576217	TRANSITIONS
Registration Number:	3005092	TRANSITIONS
Registration Number:	2396411	TRANSITIONS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4313578	TRANSITIONS ADAPTIVE LENSES
Serial Number:	86037976	TRANSITIONS ADAPTIVE SUNGLASSES
Registration Number:	4469061	TRANSITIONS CULTURAL CONNECTIONS
Registration Number:	4205240	TRANSITIONS HEALTHY SIGHT FOR LIFE
Registration Number:	3986171	TRANSITIONS HEALTHY SIGHT WORKING FOR YO
Registration Number:	3181733	TRANSITIONS PARTNERS IN EDUCATION
Registration Number:	4471311	TRANSITIONS SIGNATURE
Serial Number:	86121311	TRANSITIONS TRIAL DECALS
Registration Number:	4350864	VANTAGE
Registration Number:	2840367	XTRACTIVE

CORRESPONDENCE DATA

Fax Number: 2122468959

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: 2127081870

Email: lbryer@ladas.com

Correspondent Name: Ladas & Parry LLP

Address Line 1: 1040 Avenue of the Americas

Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER: NTML150853:753

NAME OF SUBMITTER: Lanning G. Bryer

SIGNATURE: /LGB/

DATE SIGNED: 06/27/2016

Total Attachments: 8

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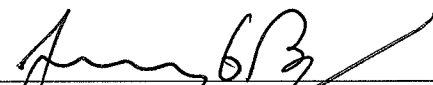
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UNITED STATES OF AMERICA)
STATE OF NEW YORK) SS:
COUNTY OF NEW YORK)

CERTIFICATION

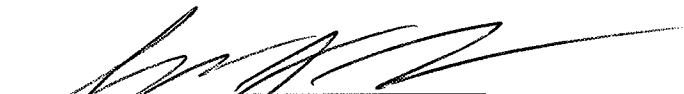
I, Lanning G. Bryer, Authorized Signatory of TRANSITIONS OPTICAL, INC., hereby certify that the attached photoprint of the Agreement dated November 1, 2015 between TRANSITIONS OPTICAL, INC. and TRANSITIONS OPTICAL LIMITED is a true copy of the said Agreement.

TRANSITIONS OPTICAL, INC.


Name: Lanning G. Bryer
Title: Authorized Signatory

Sworn to before me

this 22nd day of June, 2016


Notary Public

SCOTT J LEBSON
NOTARY PUBLIC, State of New York
No 02LE6105173
Qualified in New York County
(Notarial Seal) Commission Expires February 2, 2020

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT ("Agreement") is made and entered into effective as of November 1, 2015 ("Effective Date") by and between:

TRANSITIONS OPTICAL, INC., a company organized and existing under the laws of the State of Delaware, U.S.A. ("TOI"),

-and-

TRANSITIONS OPTICAL LIMITED, a limited liability company organized and existing under the laws of Ireland ("TOL").

(TOI and TOL are collectively referred to as the "Parties" and individually referred to as "Party")

RECITALS

- A. TOI is the owner of certain trademarks ("Marks") relating to the design, development, manufacture, marketing, distribution, sale and license of the Products (as defined herein).
- B. TOL desires to license from TOI the right to utilize such Marks in the design, development, manufacture, marketing, distribution, and support of the Products.
- C. TOI is willing to grant to TOL an exclusive license to utilize such Marks in the Territory (as defined in Exhibit A) solely in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, TOI and TOL agree as follows:

Section 1 - Definitions

For purposes of this Agreement, the following terms shall have the meanings and definitions set forth below:

1.1 "Marks" shall mean and include those trademarks (including common law trademarks), brand names, trade names, trade dress, logos, service marks, domain names and other indicia anywhere in the world, whether registered or unregistered, and all applications and registrations related thereto, used in connection with the manufacture, marketing, distribution or sale of the Products and set forth on attached Exhibit B.

1.2 "Products" shall mean and include individually and/or collectively, as the context requires, all photochromic dyes, coatings, materials, photochromic and/or polarized ophthalmic lenses and related products which utilize, embody or incorporate the Marks, and all related maintenance and support contracts and services.

Section 2 - Grant and Scope of License

2.1 TOI hereby grants to TOL, and TOL hereby accepts, an exclusive right and license, with the right to grant and authorize sublicenses, to utilize the Marks in the Territory in connection with TOL's manufacturing, marketing, distribution, sale, support, and use of the Products during the Term of this Agreement, solely in accordance with the terms and conditions of this Agreement. Such use to be authorized whatever the format or support including on website created, controlled or used by TOL.

2.2 If TOI considers it advisable or necessary to record TOL as an authorized licensee of the Marks, TOL agrees to cooperate in such a procedure and to execute any documents submitted to TOL for this purpose.

Section 3 - TOL's Responsibilities

3.1 At the request of TOI from time to time during the continuance of this Agreement, TOL shall furnish TOI with sufficient evidence (to be determined by the TOI) to permit TOI to confirm that the Products conform to all of the specifications and/or documentation therefor.

3.2 In accordance with the rights licensed to TOL under Section 2.1, TOL shall affix the Marks to all of the Products manufactured/produced by TOL (or its contractors or its sublicensees) strictly in accordance with the Transitions Optical trademark standards, quality controls, and specifications as communicated by TOI to TOL from time to time. Upon TOI's request, TOL shall furnish TOI with sufficient evidence (to be determined by the TOI) to ensure compliance with such trademark guidelines. TOL shall not affix to, or otherwise use in conjunction with, any of the Products any other trademark, trade name, symbol or logo, and shall not use any of the Marks in conjunction with any products other than the Products, except as specifically authorized in writing by TOI. All use of the Marks by TOL and any sublicensees and trademark goodwill associated therewith shall inure to the benefit of TOI, the legal owner of the Marks. TOL shall not adopt or use any trademark, trade name, symbol or logo that is confusingly similar to any of the Marks, and shall not seek to register in its own name any of the Marks, or any translations or transliterations thereof, anywhere in the world.

3.3 Upon reasonable notice from TOI, TOL shall permit TOI's representatives, during normal business hours, to inspect TOL's facilities, and to review TOL's books and records, as reasonably necessary in order to permit TOI to confirm TOL's compliance with its obligations under this Agreement.

3.4 Upon request from TOI, TOL shall furnish TOI, or its designated representative or agent, with production samples of the Products to enable TOI to ensure that the Transitions Optical trademark standards are being properly met. TOL shall make all modifications requested by TOI.

Section 4 - Trademark Rights

4.1 TOL hereby acknowledges that TOI is the legal owner of all rights, title and interests in and to all of the Marks licensed to TOL hereunder (the "Licensed Property") and TOI reserves all rights to the Licensed Property that are not expressly granted to TOL hereunder. TOL shall take such actions, and shall provide TOI or its designee with such assistance, as TOI or its designee shall reasonably request, in order to protect and perfect the Licensed Property. In particular, TOL agrees to maintain complete and accurate records relating to the use of the Licensed Property in all countries comprising the Territory and to furnish such information as well as any supporting documentation requested by TOI in connection with the protection, maintenance or enforcement of the Marks.

4.2 The Parties shall cooperate in connection with any action to prevent or enjoin any such infringement or unauthorized use of any of the Licensed Property.

4.3 Notwithstanding Section 4.2, TOL (or any Affiliate of TOL, as designated by TOL) shall have the right to initiate at its own expense appropriate legal action against third parties who infringe any of the Licensed Property within the world, but shall provide timely written notification of such action to TOI which shall provide TOL (or any Affiliate of TOL, as designated by TOL) with all reasonably requested assistance in connection with such legal action including acting as a joint party.

Section 5 - Term and Termination

5.1 The "Term" of this Agreement shall commence from the Effective Date hereof, and shall remain in full force and effect for a period of twenty (20) years (the "Initial Term") from the date thereof, unless and until terminated by mutual written agreement between the Parties, or in accordance with the provisions of this Section 5. Upon expiration of the Initial Term, the Agreement shall continue for successive twenty (20) year terms ("Renewal Term(s)"), unless sooner terminated in accordance with the provisions of this Section 5.

5.2 In the event that either Party (the "Breaching Party") shall commit any material breach or default of any of its obligations under this Agreement, the other Party (the "Non-Breaching Party") may give the Breaching Party written notice thereof and demand that such breach or default be cured immediately. If the Breaching Party fails to cure such breach or default within thirty (30) calendar days after the date of the Non-Breaching Party's written notice hereunder, the Non-Breaching Party may terminate this Agreement immediately upon giving written notice of termination hereof to the Breaching Party.

5.3 To the extent permitted under applicable law, TOI may terminate this Agreement by written notice, to take effect immediately upon receipt thereof by TOL, in the event that: (a) TOL goes into bankruptcy, voluntary or involuntary dissolution, is declared insolvent, makes an assignment for the benefit of creditors, or suffers the appointment of a receiver or trustee over all or substantially all of its assets or properties; or (b) any unrelated third party appropriates and/or acquires by law, regulation, order or any other involuntary means the trademark rights embodied in or related to any of the Licensed Property or the rights granted to TOL hereunder, including, without limitation, through expropriation, or attempts or undertakes such action; *provided, however*, that TOI may elect to terminate TOL's right and license hereunder only with respect to the jurisdiction in which such involuntary appropriation or taking occurs.

Section 6 - Assignment

Neither Party shall have the right or power to assign, delegate or otherwise transfer any of its rights or obligations arising under this Agreement without the prior written authorization of the other Party, and such assignment, delegation or other transfer shall then be effective only upon written agreement of the assignee, delegate or transferee to assume and be bound by the terms, conditions and limitations of this Agreement to the same extent it would have been bound had such assignee, delegate or transferee been an original Party to this Agreement; *provided, however*, that the prior written authorization of the other Party shall not be required for either Party to assign, delegate, subcontract or otherwise transfer any of its rights or obligations arising under this Agreement to any existing or newly formed Affiliate of either Party.

Section 7 - Choice of Law

This Agreement, and any disputes arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the laws of Ireland, excluding its rules governing conflicts of laws.

Section 8 - Further Assurances.

Each party to this Agreement shall promptly after request by the other party hereto, execute and deliver such documents and take any all such other action, as the requesting party shall reasonably request in order to further effectuate the provisions of this Agreement.

Section 9 - General Provisions

9.1 Independent Contractors. In the exercise of their respective rights, and the performance of their respective obligations under this Agreement, the Parties are, and shall remain, independent contractors. Nothing in this Agreement shall be construed (a) to constitute the Parties as principal and agent, franchisor and franchisee, partners, joint venturers, co-owners or otherwise as participants in a joint undertaking, or (b) to authorize either Party to enter into any contract or other binding obligation on the part of the other Party, and neither Party shall represent to any third party that it is authorized to enter into any such contract or other obligation on behalf of the other Party.

9.2 Waivers. Either Party's failure to assert any of its rights hereunder, including but not limited to the right to terminate this Agreement due to a breach or default by the other Party, shall not be deemed to constitute a waiver by that Party of its right thereafter to enforce every provision of this Agreement in accordance with its terms.

9.3 Notices. All notices, reports, invoices and other communications between the Parties shall be in writing and sent by facsimile or email, by registered mail, postage prepaid and return receipt requested, or by overnight courier. All such communications shall be sent to a Party at the address of which the receiving Party has given prior notice to the sending Party. All such communications shall be effective upon receipt by the sender of confirmation of the delivery, or where no such confirmation is possible, when received.

9.4 Amendments. No modification, amendments or supplements to this Agreement shall be effective for any purpose unless in writing and signed by each Party. Approvals or consents hereunder of a Party shall also be in writing.


9.5 Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to a final judicial decree or decision, the remainder of this Agreement will remain valid and enforceable according to its terms. In the event of such partial invalidity, the Parties shall seek in good faith to agree on replacing any such legally invalid provision with a provision which, in effect, will most nearly and fairly approach the effect of the invalid provision.

9.6 Subject Headings. The subject headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

9.7 Language of the Contract; Counterparts. Both Parties agree that English shall be the language of interpretation of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

The Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

TRANSITIONS OPTICAL, INC.

By: 
Name: Gretchen H. Walsh
Title: VP and General Counsel

TRANSITIONS OPTICAL LIMITED

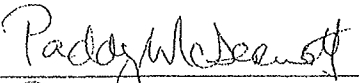
By: 
Name: Patrick McKeown
Title: President + Chief Innovation Officer

EXHIBIT A

TERRITORY

UNITED STATES OF AMERICA

EXHIBIT B**UNITED STATES OF AMERICA****SCHEDULE**

<u>TRADEMARKS</u>	<u>REGISTRATION NUMBER</u>	<u>APPLICATION NUMBER</u>
ACTIVATIONS	4796421	
CHROME A7		85735340
EYE DIDN'T KNOW THAT! And Design	3154161	
HEALTHY SIGHT COUNSELING and Design	3262523	
HEALTHY SIGHT IN EVERY LIGHT	3146783	
LIFE WELL LIT	4455523	
LIFE360	4417414	
LIGHTSMART		86610923
LIVE YOUR VISION	4100535	
LIVE YOUR VISION	4201201	
Miscellaneous Design (Transitions Eyeglass Guide Eyeglass Design)	3671803	
OFFICIAL SPONSOR OF SIGHTSEEING	4428050	
PHOTOVIEWS	4350943	
Planet Eclipse (SOLFX) Design	4354238	
SWIRL DESIGN (Transitions) (Original Version)	2388555	
SWIRL DESIGN (Transitions) (Original Version)	3058208	
TRANSITIONS	3551877	
TRANSITIONS	1576217	
TRANSITIONS	3005092	
TRANSITIONS & SWIRL DESIGN (Original Version)	2396411	
TRANSITIONS ADAPTIVE LENSES	4313578	
TRANSITIONS ADAPTIVE SUNGLASSES & Planet Eclipse Logo		86037976
TRANSITIONS CULTURAL CONNECTIONS	4469061	
TRANSITIONS HEALTHY SIGHT FOR LIFE	4205240	
TRANSITIONS HEALTHY SIGHT WORKING FOR YOU	3986171	
TRANSITIONS PARTNERS IN EDUCATION and Design (Original Version)	3181733	
TRANSITIONS SIGNATURE	4471311	
TRANSITIONS TRIAL DECALS		86121311
VANTAGE	4350864	
XTRACTIVE	2840367	