

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398344

<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>
1-800 Contacts, Inc.		09/01/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Premium Vision LLC		
<b>Street Address:</b>	261 W. Data Drive		
<b>City:</b>	Draper		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84020		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86406401	PREMIUM VISION	
<b>Serial Number:</b>	86765631	PV PREMIUM VISION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128594000		
<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>Phone:</b>	(212) 859-8000		
<b>Email:</b>	alana.berrocal@friedfrank.com		
<b>Correspondent Name:</b>	Alana Berrocal		
<b>Address Line 1:</b>	1 New York Plaza		
<b>Address Line 2:</b>	26th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	2940-2 [7565]		
<b>NAME OF SUBMITTER:</b>	Alana Berrocal		
<b>SIGNATURE:</b>	/Alana Berrocal/		
<b>DATE SIGNED:</b>	09/13/2016		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment"), effective as of September 1, 2016, is entered into by and between 1-800 Contacts, Inc., a Delaware corporation (the "Assignor"), and Premium Vision, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignors are the owners of those certain trademark registrations and applications identified on Schedule A attached hereto ("Assigned Trademarks"); those certain internet domain name registrations identified on Schedule B attached hereto ("Assigned Domain Names");

WHEREAS, Assignors have agreed to assign to Assignee, and Assignee has agreed to acquire from Assignors, all of Assignors' right, title, and interest in and to the Assigned Trademarks and the Assigned Domain Names.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Trademarks (as identified on Schedule A), the goodwill of the business associated with and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Trademarks.

3. Conveyance and Acceptance of Assigned Domain Names. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Domain Names (as identified on Schedule B), the goodwill of the business associated with and symbolized by the Assigned Domain Names, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Domain Names and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Domain Names.

4. Recordation.

a. Authorization. Each Assignor hereby authorizes and requests that the Commissioner for Trademarks and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. Each Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents that Assignee may reasonably request to record and perfect Assignee's interest in and to its Assigned Trademarks.

b. Domain Names. Assignor hereby acknowledges and agrees that each internet domain name registrar (the "Registering Authority") of the Assigned Domain Names is authorized to transfer and record in the name of Assignee ownership of and administrative contact for all of the Assigned Domain Names transferred to it hereunder. Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents that Assignee may reasonably request to record and perfect Assignee's interest in and to the Assigned Domain Names. Without limiting the foregoing, at Assignee's request and expense the Assignor will cooperate with Assignee to (i) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment contemplated by this Assignment; (ii) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; and (iii) take any further actions required by the Registering Authority's policies and rules to transfer the Domain Names to Assignee.

5. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.

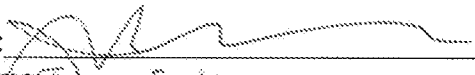
6. Counterparts. This Assignment may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

**ASSIGNOR:**

**1-800 CONTACTS, INC.**

By:   
Name: John Garabony  
Title: President

**ASSIGNEE:**


**PREMIUM VISION, LLC**

By: 

Name: Chad Costello

Title: Vice President

SCHEDULE A  
to  
ASSIGNMENT OF TRADEMARKS

Mark	Owner	App. No. Filing Date	Reg. No. Issue Date	Status
PREMIUM VISION	1-800 Contacts, Inc.	86406401 9/25/2014	5005213 7/19/16	Issued
PREMIUM VISION & Design 	1-800 Contacts, Inc.	86765631 9/23/2015	4951260 5/3/2016	Issued

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