

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414800

<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>
EXCITON, INC.		01/27/2017	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OAKLEY, INC.		
<b>Street Address:</b>	One Icon		
<b>City:</b>	Foothill Ranch		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92610		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1512260	EXALITE	
<b>Registration Number:</b>	1277654	EXCITON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5139778141		
<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>	513-977-8200		
<b>Email:</b>	karen.gaunt@dinsmore.com		
<b>Correspondent Name:</b>	Karen Kreider Gaunt		
<b>Address Line 1:</b>	255 East Fifth Street, Suite 1900		
<b>Address Line 2:</b>	Dinsmore & Shohl LLP		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>NAME OF SUBMITTER:</b>	Karen Kreider Gaunt		
<b>SIGNATURE:</b>	/Karen Kreider Gaunt/		
<b>DATE SIGNED:</b>	02/03/2017		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “**Assignment**”), dated as of January 27, 2017 (the “**Effective Date**”), is made and entered into by and between EXCITON, INC., an Ohio corporation with its principal office located at 400 Linden Ave., Dayton, Ohio 45403 (“**Assignor**”), and OAKLEY, INC., a Washington corporation (“**Assignee**”).

### RECITALS:

**WHEREAS**, Assignor is the owner of the entire right, title, interest, benefits, privileges and goodwill in and to the trademarks listed in Exhibit A annexed hereto (the “**Trademarks**”);

**WHEREAS**, Assignor and Eye Safety Systems, Inc. (“**ESS**”), an affiliate of Assignee, entered into that certain Asset Purchase Agreement, dated as of July 22, 2016, as amended (the “**Purchase Agreement**”) concerning the sale of certain assets of the Business (as defined in the Purchase Agreement);

**WHEREAS**, ESS subsequently assigned all of its rights and obligations under the Purchase Agreement to Assignee;

**WHEREAS**, pursuant to the terms of the Purchase Agreement, Assignor agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee agreed to purchase and acquire from Assignor, all of Assignor’s right, title and interest in, to and under all of the Purchased Assets (as defined in the Purchase Agreement), including the Trademarks; and

**WHEREAS**, Assignor wishes to assign to Assignee Assignor’s entire right, title, interest, benefits, privileges and goodwill in and to the Trademarks, and Assignee desires to acquire Assignor’s entire, right, title, interest, benefits and privileges and goodwill in and to the Trademarks.

**NOW, THEREFORE**, for the consideration set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignor hereby sells, conveys, assigns and transfers to Assignee, its successors, assigns and legal representatives, Assignor’s entire right, title, interest, benefits, privileges and goodwill worldwide in and to the Trademarks, together with all goodwill associated therewith and any and all past, present and future causes of action and rights to collect on past, present and future damages.

2. Assignor hereby authorizes and requests the Register of the U.S. Patent and Trademark Office, whose duty is to issue trademark registrations or other evidence or forms of intellectual property or industrial property protection on applications, to issue the same to the Assignee, its successors, legal representatives and assigns, with respect to the Trademarks in accordance with the terms of this Assignment and to record and register this Assignment upon request of Assignee.

3. Assignor hereby agrees to execute, upon the request and at the expense of Assignee, such additional instruments, documents and papers as are necessary to give full effect to and to perfect the rights of Assignee under this Assignment in and to the Trademarks.

4. This Agreement is an instrument of transfer and conveyance contemplated by, and is executed and delivered under and subject to, the Purchase Agreement, and nothing contained in this Assignment shall be deemed to modify any of the provisions of the Purchase Agreement or any rights or obligations of Assignor or Assignee under the Purchase Agreement. In the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

5. This Assignment, the Purchase Agreement and the other agreements contemplated by the Purchase Agreement embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all other prior agreements and understandings among the parties hereto with respect to such subject matter. This Assignment may not be modified, amended or superseded except in a writing signed by both Assignor and Assignee.

6. The sole and exclusive remedies of Assignee, and its successors and assigns, on the one hand, and Assignor, on the other hand, with respect to a breach of this Assignment shall be the remedies expressly provided for in the Purchase Agreement.

7. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

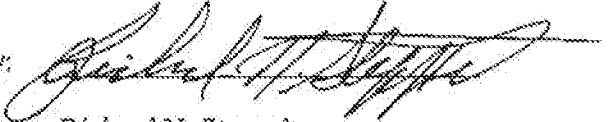
8. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party hereto has caused this Assignment of Trademarks to be duly executed on its behalf as of the Effective Date.

ASSIGNOR:

EXCITON, INC.

By: 

Name: Richard N. Steppel

Title: President

ASSIGNEE:

OAKLEY, INC.

By: \_\_\_\_\_

Name: Luca Tait

Title: SVP & GM Oakley Retail and GMO

[Signature page to Assignment of Trademarks]

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EXCITON, INC.

By: \_\_\_\_\_  
Name: Richard N. Steppel  
Title: President

**ASSIGNEE:**

OAKLEY, INC.

By: \_\_\_\_\_  
Name: Luca Tait  
Title: SVP & GM, Oakley Retail and GMO



[Signature page to Assignment of Trademarks]

**EXHIBIT A**  
**Trademarks**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Record Owner</b>
Exalite	1,512,260	November 15, 1988	Exciton, Inc.
Exciton	1,277,654	May 15, 1984	Exciton, Inc.