

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428400

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lehrer Brillenperfection Werks, Inc.	FORMERLY a/k/a Lehrer Brillenperfectionwerks, Inc., a/k/a Lehrer Brillenperfectionwerks, Inc., a/k/a Lehrer Brillenperfectionwerks, Inc.	05/15/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	The Hilsinger Company
Street Address:	33 West Bacon Street
City:	Plainville
State/Country:	MASSACHUSETTS
Postal Code:	02762
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	75753596	LBI
Serial Number:	73675956	LBI
Serial Number:	77880309	LBI
Serial Number:	77688751	CRYSTAL CLEAN
Serial Number:	77087882	FOR THE EYE
Serial Number:	73675557	FEDUCCI

CORRESPONDENCE DATA

Fax Number: 2166960740

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: 216-861-6070

Email: twaltoshawranko@bakerlaw.com

Correspondent Name: Olivia Mapes/BAKER HOSTETLER LLP

Address Line 1: 127 Public Square

Address Line 2: Key Tower, Suite 2000

Address Line 4: Cleveland, OHIO 44114

CH \$165.00 75753596

NAME OF SUBMITTER:	Olivia K. Mapes
SIGNATURE:	/okm/
DATE SIGNED:	05/22/2017
Total Attachments: 6 source=8 - Intellectual Property Assignment#page1.tif source=8 - Intellectual Property Assignment#page2.tif source=8 - Intellectual Property Assignment#page3.tif source=8 - Intellectual Property Assignment#page4.tif source=8 - Intellectual Property Assignment#page5.tif source=8 - Intellectual Property Assignment#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), is effective as of May 15, 2017, and entered into between The Hilsinger Company, a Delaware corporation (“Hilsinger”), and Lehrer Brillenperfektion Werks, Inc., a California corporation, a/k/a Lehrer Brillenperfektionwerks, Inc. a/k/a Lehrer Brillenperfektionwerks, Inc. a/k/a Lehrer Brillenperfektionwerks, Inc. located at 20801 Nordhoff Street, Chatsworth, California 91311 (“Assignor”). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement (as hereinafter defined).

WHEREAS, under the terms of that certain Asset Purchase Agreement, dated as of May 15, 2017, by and among Hilsinger, Assignor, Atlantic Optical Co., Inc. and the Seller Stockholders party thereto (the “Purchase Agreement”), Assignor has agreed to sell and assign to Hilsinger, among other assets, certain Intellectual Property, and has agreed to execute and deliver this IP Assignment for recording with the applicable government agencies in applicable jurisdictions; and

WHEREAS, the parties hereto desire to execute this IP Assignment to evidence the assignment by Assignor, and the assumption by Hilsinger, of that certain Intellectual Property at the Closing.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Hilsinger, and Hilsinger hereby accepts, all of Assignor’s right, title and interest in and to: (a) the Intellectual Property set forth on Exhibit A attached hereto and made a part hereof; (b) all rights of any kind whatsoever of Assignor accruing under any of the Intellectual Property set forth on Exhibit A provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) all goodwill and going concern value related to the Intellectual Property set forth on Exhibit A; (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Intellectual Property set forth on Exhibit A; and (e) save and except for Actions relating to Retained Liabilities, any and all claims and causes of action with respect to any of the Intellectual Property set forth on Exhibit A whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the officials of the applicable government agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Hilsinger. Following the date hereof, from time to time after the

execution of this IP Assignment, Assignor shall take such steps and actions and execute and deliver to Hilsinger such other instruments of conveyance and transfer and such other documents as Hilsinger may reasonably request or as may be otherwise necessary to more effectively convey and transfer to, and vest in, Hilsinger and to put Hilsinger in possession of the Intellectual Property set forth on Exhibit A and each part thereof.

3. Terms of the Purchase Agreement. The Intellectual Property set forth on Exhibit A is being conveyed hereunder subject to the qualifications, representations and warranties set forth in the Purchase Agreement, and Hilsinger acknowledges that Assignor makes no representation or warranty with respect to the Intellectual Property except as specifically set forth in the Purchase Agreement. Nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any such provisions set forth in the Purchase Agreement.

4. Execution in Counterparts. This IP Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

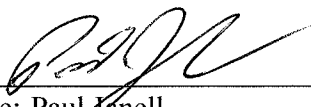
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment shall be interpreted exclusively in accordance with the laws of the State of Nevada as if this Agreement was made and to be wholly performed within the State of Nevada. Any otherwise applicable choice of law standards shall not apply as it is the parties' desire and intent that the laws of the State of Nevada shall be applied to any dispute related in any way to this Agreement, regardless of the choice of law principles of any jurisdiction. The parties hereto hereby consent to the exclusive jurisdiction of the United States District Court for the District of Nevada and the state courts of Nevada, and hereby waive any objection they may now or hereafter have to venue in such courts, whether such objection(s) shall be on the basis of convenience or otherwise. The parties hereto desire, intend and so agree that any and all claims in respect of the transactions herein shall be heard and determined exclusively in any Nevada state or federal court sitting in the City of Las Vegas.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Assignment as of the date first above written.

THE HILSINGER COMPANY

By: 
Name: Paul Janell
Title: Chief Operating Officer

LEHRER BRILLENPERFEKTION WERKS, INC.

By: _____
Name: Keith Lehrer
Title: President

[Signature Page to IP Assignment]


TRADEMARK
REEL: 006065 FRAME: 0264

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Assignment as of the date first above written.

THE HILSINGER COMPANY

By: _____
Name: Paul Janell
Title: Chief Operating Officer

LEHRER BRILLENPERFEKTION WERKS, INC.

By:  _____
Name: Keith Lehrer
Title: President

[Signature Page to IP Assignment]

EXHIBIT A

Intellectual Property

Mark/Name	Serial Number	Status/Status Date	Brief Goods/Services	Owner Information
LBI and Design	75753596	Registered June 27, 2000	IC 009, US 021 023 026 036 038. G & S: EYEGLASS FRAMES, HOLDERS, CASES AND LENSES; SUNGLASSES	Lehrer Brillenperfectionwerks, Inc. CORPORATION CALIFORNIA 20801 Nordhoff Street Chatsworth CALIFORNIA 913115925
LBI and Design	73675956	Registered March 15, 1988	IC 009, US 026. G & S: EYEGLASS CASES AND HOLDERS	LEHRER BRILLENPERFECKTIONWERKS, INC. CORPORATION CALIFORNIA 20801 Nordhoff Street Chatsworth CALIFORNIA 913115925
LBI	77880309	Registered July 6, 2010	IC 035, US 100 101 102. G & S: DISTRIBUTORSHIP SERVICES IN THE FIELD OF EYEWEAR	Lehrer Brillenperfectionwerks, Inc. CORPORATION CALIFORNIA 20801 Nordhoff Street Chatsworth CALIFORNIA 91311
CRYSTAL CLEAN	77688751	Registered April 27, 2010	IC 003, US 001 004 006 050 051 052. G & S: EYEGLASS LENS CLEANING	Lehrer Brillenperfectionwerks, Inc. CORPORATION CALIFORNIA 20801 Nordhoff Street Chatsworth CALIFORNIA 91311

			SOLUTIONS	
FOR THE EYE	77087882	Registered April 29, 2008	IC 009, US 021 023 026 036 038. G & S: READING GLASSES	Lehrer Brillenperfectionwerks, Inc. CORPORATION CALIFORNIA 20801 Nordhoff Street Chatsworth CALIFORNIA 913115925
FEDUCCI	73675557	Registered June 14, 1988	IC 009, US 026. G & S: EYEGGLASS CASES	LEHRER BRILLENPERFEKTIONWERKS, INC. CORPORATION CALIFORNIA 20801 Nordhoff Street Chatsworth CALIFORNIA 913115925

TRADEMARK

REEL: 006065 FRAME: 0267

RECORDED: 05/22/2017