

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM429724

<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>
Shelby Group International, Inc.		05/16/2017	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Essilor Laboratories of America, Inc.		
<b>Street Address:</b>	13555 N. Stemmons Freeway		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75234		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1844150	U.S.SAFETY	
<b>Registration Number:</b>	0637134	OPTILITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3363785400		
<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>	336.378.5200		
<b>Email:</b>	lorna.ditto@smithmoorelaw.com		
<b>Correspondent Name:</b>	Smith Moore Leatherwood LLP		
<b>Address Line 1:</b>	300 North Greene Street, Suite 1400		
<b>Address Line 4:</b>	Greensboro, NORTH CAROLINA 27401		
<b>ATTORNEY DOCKET NUMBER:</b>	36861.180 Shelby-Essilor		
<b>NAME OF SUBMITTER:</b>	Lorna F. Ditto		
<b>SIGNATURE:</b>	/Lorna F. Ditto/		
<b>DATE SIGNED:</b>	06/02/2017		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF TRADEMARK REGISTRATIONS

**WHEREAS** Shelby Group International, Inc. ("Assignor"), with an address of 1255 Schilling Boulevard W, Collierville, Tennessee 38017, has adopted, used and is using those certain marks referenced in Schedule A hereto, all of which are registered with the United States Patent and Trademark Office (collectively, "Trademarks");

**WHEREAS** Essilor Laboratories of America, Inc. ("Assignee"), with an address of 13555 N. Stemmons Freeway, Dallas, Texas 75234, is desirous of acquiring said Trademarks and the respective registrations thereof;


**NOW, THEREFORE**, for good and valuable consideration, as fully described in the Asset Purchase Agreement entered into by these parties on May 16, 2017 (the "APA"), Assignor hereby assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within the United States based in whole or in part upon the Trademarks, any priority right that may arise from the Trademarks, all rights to police, monitor, and enforce the Trademarks against any and all past, current, and/or future infringements, including, without limitation, the right to sue for and collect damages caused by an such infringement, and any and all further privileges in the United States to establish use, ownership, and/or registration of the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this assignment, transfer and conveyance not been made, all in accordance with and subject to the APA.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to record the transfer of the registrations set forth on Schedule A to Assignee as assignee of Assignor's entire right, title and interest therein and to issue any and all trademark registrations, amended registrations, and/or renewals that may be granted upon any application or petition for the Trademarks to Assignee and/or Assignee's successors and/or assigns. In accordance with the provisions of the APA, Assignor agrees to execute any additional documents as are reasonably necessary or as Assignee reasonably requests from time to time to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Assignment of Trademark Registrations may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission or by transmission in portable document format ("PDF"), which transmission shall be deemed to constitute a valid, binding and enforceable delivery of an originally executed document.

(Signatures on following page)

Entered into this 16<sup>th</sup> day of May, 2017.

  
\_\_\_\_\_  
Witness

**ASSIGNOR:**

**SHELBY GROUP INTERNATIONAL, INC.**

By: 

Mitch Lewellen

Its: Chief Executive Officer

**ASSIGNEE:**

**ESSILOR LABORATORIES OF AMERICA, INC.**

\_\_\_\_\_  
Witness

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

Its: \_\_\_\_\_

(Assignment of Trademark Registrations)

Entered into this 16 day of May, 2017.

**ASSIGNOR:**

**SHELBY GROUP INTERNATIONAL, INC.**

\_\_\_\_\_  
Witness

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

Mitch Lewellen

Its: \_\_\_\_\_

Chief Executive Officer

**ASSIGNEE:**

**ESSILOR LABORATORIES OF AMERICA, INC.**

  
\_\_\_\_\_  
Witness

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

  
Kevin Rupp

Its: \_\_\_\_\_

EVP

(Assignment of Trademark Registrations)

**SCHEDULE A**

**U.S. Trademarks**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
US SAFETY	1844150	July 12, 1994
OPTILITE	637134	November 13, 1956