

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448378

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REM Optical Company, Inc.		10/20/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Lumen Eyewear Corp		
Street Address:	939 Wheel Circle		
City:	Carbondale		
State/Country:	COLORADO		
Postal Code:	81623		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4038638	VISUALITES	
CORRESPONDENCE DATA			
Fax Number:	4158569002		
<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>			
Phone:	415-856-9001		
Email:	marco.giovine@vallalaw.com		
Correspondent Name:	Marco Giovine		
Address Line 1:	333 Bush Street		
Address Line 2:	Suite 2020		
Address Line 4:	San Francisco, CALIFORNIA 94104		
NAME OF SUBMITTER:	Marco Giovine		
SIGNATURE:	/mg/		
DATE SIGNED:	10/24/2017		
Total Attachments: 8			
source=04. TRADEMARK ASSIGNMENT AGR (FULLY EXECUTED) (20 OCT 2017)#page1.tif			
source=04. TRADEMARK ASSIGNMENT AGR (FULLY EXECUTED) (20 OCT 2017)#page2.tif			
source=04. TRADEMARK ASSIGNMENT AGR (FULLY EXECUTED) (20 OCT 2017)#page3.tif			
source=04. TRADEMARK ASSIGNMENT AGR (FULLY EXECUTED) (20 OCT 2017)#page4.tif			
source=04. TRADEMARK ASSIGNMENT AGR (FULLY EXECUTED) (20 OCT 2017)#page5.tif			

OP \$40.00 4038638

source=04. TRADEMARK ASSIGNMENT AGR (FULLY EXECUTED) (20 OCT 2017)#page6.tif

source=04. TRADEMARK ASSIGNMENT AGR (FULLY EXECUTED) (20 OCT 2017)#page7.tif

source=04. TRADEMARK ASSIGNMENT AGR (FULLY EXECUTED) (20 OCT 2017)#page8.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Trademark Assignment"), dated as of October 20, 2017, is made by and between REM OPTICAL COMPANY, INC., a California corporation (the "Seller") and LUMEN EYEWEAR CORP, a Colorado corporation (the "Buyer"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated as of October 20, 2017 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller including the trademarks, copy of which is hereby attached in Exhibit D-1 (the "Trademarks"), together with the goodwill of the Business (as defined in the Asset Purchase Agreement) associated with the Trademarks, which Seller desire to assign to Buyer; and

WHEREAS, Seller and Buyer have agreed to execute and deliver this Trademark Assignment;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the Trademarks, together with (i) the goodwill of the Business associated with the Trademarks and the Trademarks registrations and applications therefor, (ii) all income, royalties, and damages hereafter due or payable to Seller with respect to the Trademarks, including without limitation, payments for past or future infringements and misappropriations of the Trademarks and all claims for damages by reason of past infringements and misappropriations of the Trademarks, and (iii) all rights to sue for and collect past, present, and future infringements or misappropriations of the Trademarks, all for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives. Seller further covenants that it shall execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Buyer full right, title, and interest in the Trademarks. Without limiting the generality of the foregoing, Seller hereby authorizes the Commissioner of Patents and Trademarks of the United States of America, any official of any countries foreign to the United States of America whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of Buyer, its successors and assigns, in accordance with the terms of this Assignment.

2. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

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

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

REM OPTICAL COMPANY, INC.
a California corporation

By: 

Name: Michael Hundert

Title: Chief Executive Officer

BUYER:

LUMEN EYEWEAR CORP
a Colorado corporation

By: _____

Name: Gerald Lee Willis II

Title: President, Chief Executive Officer

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

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

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

REM OPTICAL COMPANY, INC.
a California corporation

By: _____
Name: Michael Hundert
Title: Chief Executive Officer

BUYER:

LUMEN EYEWEAR CORP
a Colorado corporation

By: Jerry Willis II
Name: Gerald Lee Willis II
Title: President, Chief Executive Officer

EXHIBIT D-1 TO TRADEMARK ASSIGNMENT AGREEMENT -- TRADEMARKS



TSDR now includes a Post Registration Maintenance Tab. When viewing a Registered mark, users will now find a new 3rd tab providing Post Registration information next to the "Status" and "Document" tabs, below the search text box. The tab will not appear if the mark is not registered.

[STATUS](#)

[DOCUMENTS](#)

[MAINTENANCE](#)

[Back to Search](#)

[Print](#)

Generated on: This page was generated by TSDR on 2017-09-20 15:38:18 EDT

Mark: VISUALITES

Visualites

US Serial Number: 85266592

Application Filing Date: Mar. 14, 2011

US Registration Number: 4038838

Registration Date: Oct. 11, 2011

Filed as TEAS Plus: Yes

Currently TEAS Plus: Yes

Register: Principal

Mark Type: Trademark

TMS Common Status

Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered v

Status: A Sections 8 and 15 combined declaration has been accepted and acknowledged.

Status Date: Dec. 24, 2016

Publication Date: Jul. 26, 2011

[Mark Information](#)

[Goods and Services](#)

[Basis Information \(Case Level\)](#)

[Current Owner\(s\) Information](#)

[Attorney/Correspondence Information](#)

[Prosecution History](#)

[Maintenance Filings or Post Registration Information](#)

[TM Staff and Location Information](#)

[Assignment Abstract Of Title Information - Click to Load](#)

TSDR now includes a Post Registration Maintenance Tab. When viewing a Registered mark, users will now find a new 3rd tab providing Post Registration information next to the "Status" and "Document" tabs, below the search text box. The tab will not appear if the mark is not registered.

STATUS DOCUMENTS MAINTENANCE

[Back to Search](#)

Print

Generated on: This page was generated by TSDR on 2017-09-20 15:38:18 EDT

Mark: VISUALITES

Visualites

US Serial Number: 65266592

Application Filing Date: Mar. 14, 2011

US Registration Number: 4038638

Registration Date: Oct. 11, 2011

Filed as TEAS Plus: Yes

Currently TEAS Plus: Yes

Register: Principal

Mark Type: Trademark

TMS Common Status

LIVE/REGISTRATION/issued and Active

Descriptor:



The trademark application has been registered v

Status: A Sections 8 and 15 combined declaration has been accepted and acknowledged.

Status Date: Dec. 24, 2016

Publication Date: Jul. 26, 2011

Mark Information

Mark Literal Elements: VISUALITES

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [.] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks "*" identify additional (new) wording in the goods/services.

For: Optical frames

International Class(es): 009 - Primary Class

U.S Class(es): 021, 023,

Class Status: ACTIVE

Basis: 1(a)

First Use: Jan. 01, 2004

Use in Commerce: Jan. 01, 2004

Basis Information (Case Level)

Filed Use: Yes	Currently Use: Yes
Filed ITU: No	Currently ITU: No
Filed 44D: No	Currently 44D: No
Filed 44E: No	Currently 44E: No
Filed 66A: No	Currently 66A: No
Filed No Basis: No	Currently No Basis: No

Current Owner(s) Information

Owner Name: REM OPTICAL CO., INC.
DBA, AKA, Formerly: DBA REMEYEWEAR
Owner Address: 10941 LA TUNA CANYON
SUN VALLEY, CALIFORNIA UNITED STATES 91352
Legal Entity Type: CORPORATION
State or Country Where Organized: CALIFORNIA

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Donald M. Gindy
Attorney Primary Email: don@gindylaw.com
Address:
Attorney Email Authorized: No

Correspondent

Correspondent: DONALD M. GINDY
Name/Address: Law Office of Donald M. Gindy
1925 Century Park East, Suite 850
LOS ANGELES, CALIFORNIA UNITED STATES 90067
Phone: 424-284-3123
Correspondent e-mail: don@gindylaw.com
Correspondent e-mail Authorized: No

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Dec. 24, 2016	NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - MAILED	

Dec. 24, 2016	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	66607
Dec. 24, 2016	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	66607
Oct. 14, 2016	TEAS SECTION 8 & 15 RECEIVED	
Oct. 11, 2011	REGISTERED-PRINCIPAL REGISTER	
Jul. 26, 2011	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Jul. 26, 2011	PUBLISHED FOR OPPOSITION	
Jun. 13, 2011	APPROVED FOR PUB - PRINCIPAL REGISTER	
Jun. 13, 2011	ASSIGNED TO EXAMINER	81112
Mar. 19, 2011	NOTICE OF PSEUDO MARK MAILED	
Mar. 18, 2011	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Mar. 17, 2011	NEW APPLICATION ENTERED IN TRAM	

Maintenance Filings or Post Registration Information

Affidavit of Continued Use: Section 8 - Accepted

Affidavit of Incontestability: Section 15 - Accepted

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: TMEG LAW OFFICE 105

Date in Location: Dec. 24, 2

Assignment Abstract Of Title Information - None recorded

Proceedings - None recorded