

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM493546

<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>
Sun Optics		09/11/2018	Corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FGX International Inc.		
<b>Street Address:</b>	500 George Washington Highway		
<b>City:</b>	Smithfield		
<b>State/Country:</b>	RHODE ISLAND		
<b>Postal Code:</b>	02917		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2227151	INSIGHT	
<b>Registration Number:</b>	2204456	PRECISION READING EYEWEAR	
<b>Registration Number:</b>	3321708	INSIGHT	
<b>Registration Number:</b>	3879680	THE ART OF READING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149993623		
<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>	2149994702		
<b>Email:</b>	ipdocketing@foley.com		
<b>Correspondent Name:</b>	Kay Lyn Schwartz / Foley & Lardner LLP		
<b>Address Line 1:</b>	2021 McKinney Avenue		
<b>Address Line 2:</b>	Suite 1600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>NAME OF SUBMITTER:</b>	Kay Lyn Schwartz		
<b>SIGNATURE:</b>	/Kay Lyn Schwartz/		
<b>DATE SIGNED:</b>	10/11/2018		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") effective as of August 30, 2018 (the "Effective Date"), is by and between SUN OPTICS D/B/A INSIGHT EYEWORKS, a Utah corporation with a registered office located at 1149 West 2240 South, Suite A, West Valley City, Utah 84119 ("Assignor") and FGX INTERNATIONAL INC., a Delaware corporation with offices located at 500 George Washington Highway, Smithfield, Rhode Island 02917 ("Assignee"). Assignor and Assignee are sometimes referenced collectively as the "Parties".

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and corresponding trademark applications and registrations set forth in SCHEDULE A incorporated herein by reference, and all issuances, extensions, and renewals thereof, together with all goodwill associated therewith (hereinafter, the "Marks"); and

WHEREAS, Assignor desires to assign and transfer all of its rights, title and interest in, to, and under the Marks and all goodwill associated therewith to Assignee, and Assignee desires to acquire all of Assignor's rights, title and interest in, to, and under the Marks pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### 1. ASSIGNMENT.

Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor's rights, title and interest in, to, and under, the Marks together with the goodwill associated therewith, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said Marks. Such rights, title and interest shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors and assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

### 2. RECORDALS/FURTHER ASSURANCES.

Assignee shall record this Assignment with the United States Patent and Trademark Office and such other relevant jurisdictions. Assignor shall execute and deliver to Assignee all such further instruments, assignments, assurances and other documents, and perform such other acts, at its own cost, as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee the rights herein assigned.

3. ORIGINALS/COUNTERPARTS.


This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by all parties thereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representative as of the Effective Date.

ASSIGNOR:

SUN OPTICS D/B/A INSIGHT EYEWORKS

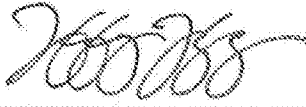
Date: 9/7/18

By:   
Name: Bruce Raile  
Title: President

ASSIGNEE:


FGX INTERNATIONAL INC.

Date: 9/11/18

By:   
Name: Jeffrey J. Giguere  
Title: Executive Vice President, General Counsel  
& Secretary

**SCHEDULE A**

**MARKS**

Application No. / Reg. No.	Application Date / Reg. Date	Title	Case Status	Country
75/253933 / 2227151	3/6/1997 / 3/2/1999	Insight	Registered	United States of America
75/253934 / 2204456	3/6/1997 / 11/17/1998	Precision Reading Eyewear	Registered	United States of America
78/905918 / 3321708	6/12/2006 / 10/23/2007		Registered	United States of America
85/010927 / 3879680	4/9/2010 / 11/23/2010	THE ART OF READING	Registered	United States of America