

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491173

<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>
Eponym, Inc.		09/07/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lens.com, Inc.		
<b>Street Address:</b>	P.O. Box 27740		
<b>City:</b>	las vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89126		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5048663	C:S CLASSIC: SPECS	
<b>Registration Number:</b>	5351162	OTTAVO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4192555900		
<b>Email:</b>	docketing@mstfirm.com		
<b>Correspondent Name:</b>	Carrie A. Johnson		
<b>Address Line 1:</b>	720 Water Street		
<b>Address Line 2:</b>	One Maritime Plaza, Fifth Floor		
<b>Address Line 4:</b>	Toledo, OHIO 43604-1853		
<b>NAME OF SUBMITTER:</b>	Carrie A. Johnson		
<b>SIGNATURE:</b>	/caj/		
<b>DATE SIGNED:</b>	09/24/2018		
<b>Total Attachments: 4</b>			
source=USA Marks - LENS Executed Assignments -EPONYM-CS-signed-signature-pages#page1.tif			
source=USA Marks - LENS Executed Assignments -EPONYM-CS-signed-signature-pages#page2.tif			
source=EU - Eponym executed assignments#page1.tif			
source=EU - Eponym executed assignments#page2.tif			

CH \$65.00 5048663

Assignment of Trademarks

WHEREAS, Eponym, Inc., a Delaware corporation at 141 W. 28th Street, Floor 7, New York, New York 10001, U.S.A. (hereinafter referred to as "Assignor"), is the exclusive and record owner of the entire right, title, and interest in and to the trademarks and the applications and registrations for said trademarks identified in Exhibit A attached hereto, and the corresponding common law rights therein (collectively, "the Trademarks");

WHEREAS, Assignor executed and delivered a Loan and Security Agreement dated January 13, 2016 ("the Loan Agreement") to Venture Lending & Leasing VII, Inc. and Venture Lending & Leasing VIII, Inc., (collectively, the "Secured Parties"), wherein the Secured Parties made loans to Assignor upon certain conditions and subject to a security interest in the Trademarks;

WHEREAS, for the purpose of protecting and preserving collateral and the Secured Parties' rights under the Loan Agreement, the Secured Parties have both and each separately been irrevocably appointed, with full power of substitution, as Assignor's attorney-in-fact, with full authority, after the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement), to execute any instrument deemed necessary to accomplish the purpose of the Loan Agreement, including documents transferring ownership of the Trademarks and registration of the change of ownership in the respective trademark registers;

WHEREAS, Lens.com, Inc., a Nevada corporation at P.O. Box 27740, Las Vegas, Nevada 89126, U.S.A. (hereinafter referred to as "Assignee"), desires to purchase the Trademarks, and all associated goodwill, from Assignor;

NOW, THEREFORE, BE IT KNOWN that, for and in consideration of the sum of One Dollar (\$1.00 USD) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor has -- with consent of the Secured Parties - sold, assigned, and transferred, and by these presents does hereby sell, assign and transfer to said Assignee, the entire right, title and interest of Assignor in and to the Trademarks and any registration that may be issued for the mark in any country worldwide, and in and to any renewals that may be granted thereon, together with the goodwill of the business connected therewith and any right to recover for past infringement thereof. Assignor hereby consents to the registration of the Assignee as the Trademarks' new owner in the respective trademark registers.

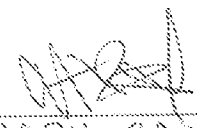
This instrument may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

This Assignment of Trademarks is executed on this 7th day of September, 2018.

ASSIGNOR- Eponym Inc.,  
by Venture Lending & Leasing VII, Inc.,  
Power of Attorney

ASSIGNEE- Lens.com, Inc.

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed:   
Print Name: CARY SAMIRACHIAN  
Title: PRESIDENT & CEO

# EXHIBIT A

## to Assignment of Trademarks

Country	Trademark	Application/Registration Number
United States	<u>C:S CLASSIC: SPECS and Design</u> 	U.S. Registration No. 5048663
United States	<u>OTTAVO</u>	U.S. Registration No. 5351162
Canada	<u>C : S CLASSIC : SPECS and Design</u> 	Canadian Registration No. TMA959201
Canada	<u>OTTAVO</u>	Canadian App. No. 1767158
European Union	<u>OTTAVO</u>	EUTM Reg. No.: 015096167

**Assignment of Trademarks**

WHEREAS, Eponym, Inc., a Delaware corporation at 141 W. 28th Street, Floor 7, New York, New York 10001, U.S.A. (hereinafter referred to as "Assignor"), is the exclusive and record owner of the entire right, title, and interest in and to the trademarks and the applications and registrations for said trademarks identified in Exhibit A attached hereto, and the corresponding common law rights therein (collectively, "the Trademarks"):

WHEREAS, Assignor executed and delivered a Loan and Security Agreement dated January 13, 2016 ("the Loan Agreement") to Venture Lending & Leasing VII, Inc. and Venture Lending & Leasing VIII, Inc., (collectively, the "Secured Parties"), wherein the Secured Parties made loans to Assignor upon certain conditions and subject to a security interest in the Trademarks;

WHEREAS, for the purpose of protecting and preserving collateral and the Secured Parties' rights under the Loan Agreement, the Secured Parties have both and each separately been irrevocably appointed, with full power of substitution, as Assignor's attorney-in-fact, with full authority, after the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement), to execute any instrument deemed necessary to accomplish the purpose of the Loan Agreement, including documents transferring ownership of the Trademarks and registration of the change of ownership in the respective trademark registers;

WHEREAS, Lens.com, Inc., a Nevada corporation at P.O. Box 27740, Las Vegas, Nevada 89126, U.S.A. (hereinafter referred to as "Assignee"), desires to purchase the Trademarks, and all associated goodwill, from Assignor;

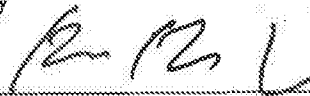
NOW, THEREFORE, BE IT KNOWN that, for and in consideration of the sum of One Dollar (\$1.00 USD) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor has -- with consent of the Secured Parties - sold, assigned, and transferred, and by these presents does hereby sell, assign and transfer to said Assignee, the entire right, title and interest of Assignor in and to the Trademarks and any registration that may be issued for the mark in any country worldwide, and in and to any renewals that may be granted thereon, together with the goodwill of the business connected therewith and any right to recover for past infringement thereof. Assignor hereby consents to the registration of the Assignee as the Trademarks' new owner in the respective trademark registers.

This instrument may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

This Assignment of Trademarks is executed on this 7<sup>th</sup> day of September, 2018.

ASSIGNOR- Eponym Inc.,  
by Venture Lending & Leasing VII, Inc.,  
Power of Attorney

ASSIGNEE- Lens.com, Inc.

Signed:   
Print Name: Rudy Ruano  
Title: Investment Partner

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

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