

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LRI HOLDINGS COMPANY, LLC		10/02/2019	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	FGX INTERNATIONAL INC.		
Street Address:	500 GEORGE WASHINGTON HIGHWAY		
City:	SMITHFIELD		
State/Country:	RHODE ISLAND		
Postal Code:	02917		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1702930	LYNN ROBERTS INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	2149994667		
<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:	214-999-4702		
Email:	IPDocketing@foley.com		
Correspondent Name:	KAY LYN SCHWARTZ c/o FOLEY & LARDNER LLP		
Address Line 1:	2021 MCKINNEY AVENUE, SUITE 1600		
Address Line 4:	DALLAS, TEXAS 75201		
NAME OF SUBMITTER:	Kay Lyn Schwartz		
SIGNATURE:	/Kay Lyn Schwartz/		
DATE SIGNED:	10/10/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") effective as of July 16, 2019 (the "Effective Date"), is by and between **LRI HOLDINGS COMPANY, LLC**, a Missouri limited liability company with a registered office located at 101 South Hanley, Suite 1250, St. Louis, Missouri 63105 ("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/or corresponding trademark applications and registrations set forth in **SCHEDULE A** incorporated herein by reference, 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.


[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

LRI HOLDINGS COMPANY, LLC

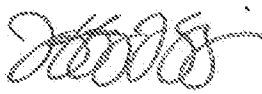
Date: 10/2/19

By: 
Name: Jeffrey J. Giguere
Title: Attorney-In-Fact for LRI Holdings Company, LLC

ASSIGNEE:

FGX INTERNATIONAL INC.

Date: 10/2/19

By: 
Name: Jeffrey J. Giguere
Title: EVP, General Counsel & Secretary

SCHEDULE A

MARKS

AMP

AMP Proformance Polarized

AMP Reflex

AMP Sport

Classic

Clearly Stripes

Crystal Colors

Flower Power

Forever Sun

I Fold!

Jet Setter

LRI

Lynn Roberts International (U.S. Reg. No. 1,702,930)

Mosaic

Retro Club

Sheer Illusion

Thin Line

UV Coverall

Voyager

Water Colors