

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600530

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shaenfield Vision Care, LLC		09/30/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	AEG Texas, LLC		
Street Address:	4835 Lyndon B Johnson Fwy		
Internal Address:	Suite 850		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75244		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6110652	OMNI VISION	
Registration Number:	6036269	OMNI VISION	
Registration Number:	6000254	OMNI VISION	
Registration Number:	6000253	OMNI VISION	
CORRESPONDENCE DATA			
Fax Number:			
<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:	214-953-6034		
Email:	kneal@jw.com		
Correspondent Name:	Josh Nosal		
Address Line 1:	2323 Ross Avenue		
Address Line 2:	Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	153011.00085		
NAME OF SUBMITTER:	Josh Nosal		
SIGNATURE:	/Josh Nosal/		
DATE SIGNED:	09/30/2020		

CH \$115.00 6110652

Total Attachments: 5

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TRADEMARK RIGHTS ASSIGNMENT AGREEMENT

THIS TRADEMARK RIGHTS ASSIGNMENT AGREEMENT (this “*Agreement*”) is made and entered into, effective as of September 30, 2020 (the “*Effective Date*”), by and among Shaenfield Vision Care, LLC, a Texas limited liability company (“*Assignor*”), and AEG Texas, LLC, a Delaware limited liability company (“*Assignee*”).

WHEREAS, Assignor has exclusively adopted, owned and continuously used certain Trademarks (defined below) in connection with its business and the related goods and services;

WHEREAS, Assignee is acquiring substantially all of the business and assets of Assignor; and

WHEREAS, as part of the aforementioned acquisition, Assignor desires to transfer the Trademarks (as defined below) to Assignee, and Assignee desires to acquire the same from Assignor, all pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor, on the one side, and AEG, on the other side, do hereby acknowledge and agree to the following:

1. “*Trademarks*” means all of the trademarks, service marks, trade dresses, trade names, commercial names, logos and slogans, together with all goodwill of the business connected with the use of and symbolized by any and all of the foregoing, and all registrations and applications for registration of any and all of the foregoing: (i) the trademarks, service marks, trade names and logos set forth in Schedule A, attached hereto; and (ii) all other common law trademarks, service marks, trade dresses, trade names, commercial names, logos and slogans used by Assignor on or before the Effective Date to identify and distinguish the business, goods and/or services of Assignor from those conducted, manufactured, sold and/or provided by others and to indicate the source of those businesses, goods and/or services.

2. Assignment of Rights. Assignor does hereby and forever irrevocably sell, convey, assign, delegate, and otherwise transfer to Assignee, and Assignee does hereby forever accept, assume, and otherwise acquire, all of the Assignor respective and collective past, present and future rights, titles, interests, privileges, benefits, proceeds, duties, obligations and liabilities throughout the universe in and to the Trademarks and any and all parts thereof together with all international, federal, state and local rights in and to the Trademarks and any and all parts thereof, as well as all goodwill of the business connected with the use of and symbolized by the Trademarks and any parts thereof, as well as all registrations, renewals and extensions of the Trademarks and any and all parts thereof, all applications for registration, renewal and extension of and for the Trademarks and any and all parts thereof, all rights to register, protect, enforce, defend, recover, administer and benefit from the enforcement or defense of the Trademarks and any and all parts thereof, including actions for past damages (whether at law, in equity, and/or otherwise), and all other rights, titles, and interests of every kind and nature whatsoever arising from or in connection with the Trademarks and any and all parts thereof, with all of the foregoing sales, conveyances, assignments, delegations and other transfers being deemed effective as of the Effective Date.

3. Further Assurances. Assignor and Assignee shall each execute such further documents and instruments, and take such further actions, which are reasonably necessary to effectuate the terms, conditions and original intent of this Agreement (including, without limitation and by way of example only, any applications for registration of any of the Trademarks).

4. Governing Law. This Agreement and all disputes, controversies and claims arising from or in connection with this Agreement shall be governed, interpreted, construed and enforced in accordance with all applicable federal laws of the United States of America, regardless of its place of execution, its place of performance, and any conflicts of law analysis.

5. Miscellaneous. If any term or condition of this Agreement is deemed invalid or unenforceable by a court of law with binding authority, then the remaining terms and conditions shall not be affected, and said court shall reform the invalidated or unenforceable term or condition to the maximum extent possible in compliance with applicable law and consistent with the original intent of this Agreement. Section headings are inserted for reference and convenience only and in no way define, limit, or describe the scope or intent of this Agreement. This Agreement can only be amended, modified, released, canceled, or waived, in whole or in part, in a writing signed by all parties hereto. This Agreement shall inure to the benefit of and be binding upon Assignor and Assignee, as well as each of their respective successors, assigns, and transferees.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

ASSIGNOR:

SHAENFIELD VISION CARE, LLC

By: 

Name: Thanh Tran

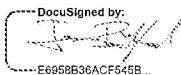
Title: Owner/Manager

[Signature Page to Trademark Rights Assignment Agreement]



IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

ASSIGNEE:

AEG TEXAS, LLC

By: 
Name: James Bradford
Title: Chief Financial Officer

SCHEDULE A

Description of Mark	Code	Class	Registration/ Application Serial Number	Registration/ Application Date
		Retail optical store services, in Class 35 (U.S. CLS. 100, 101 and 102)	US Trademark Reg. No. 6110652	July 28, 2020
	Design plus words, letters, and/or numbers	Medical services; Optician services; Optometry services, in Class 44 (U.S. CLS. 100 and 101)	US Trademark Reg. No. 6036269	April 21, 2020
OMNI VISION	Standard Character Mark	Retail optical store services, in Class 35 (U.S. CLS. 100, 101 and 102)	US Trademark Reg. No. 6000254	March 3, 2020
OMNI VISION	Standard Character Mark	Medical services; Optician services; Optometry services, in Class 44 (U.S. CLS. 100 and 101)	US Trademark Reg. No. 6000253	March 3, 2020