

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUN OPTICS D/B/A INSIGHT EYEWORKS		12/18/2017	Corporation: UTAH
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: 2			
Property Type	Number	Word Mark	
Registration Number:	2917993	I. IMAGE	
Registration Number:	3321707	CAFÉ READERS	
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:	03/30/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of May 15, 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.

[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:

SUN OPTICS D/B/A INSIGHT EYEWORKS

Date: 12/15/17

By: [Signature]
Name: Bruce Ruffe
Title: President

ASSIGNEE:

FOX INTERNATIONAL INC.

Date: _____

By: _____
Name: Anthony Di Paola
Title: Chief Executive Officer

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

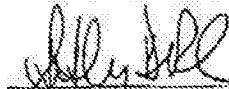
Date: _____

By: _____
Name: Bruce Raile
Title: President

ASSIGNEE:

FGX INTERNATIONAL INC.

Date: _____

By:  _____
Name: Anthony Di Paola
Title: Chief Executive Officer

SCHEDULE A

MARKS

Application No. / Reg. No.	Application Date / Reg. Date	Title	Case Status	Country
76/171175 / 2917999	10/4/2002 / 1/11/2005	Image	Registered	United States of America
76/805901 / 3321707	6/12/2006 / 10/23/2007	Cafe Readers	Registered	United States of America