

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650808

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HOYA Optical Labs of America, Inc. | | 06/01/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | HOYA Corporation | | |
| Street Address: | 6-10-1 Nishi-Shinjuku, Shinjuku-ku | | |
| City: | Tokyo | | |
| State/Country: | JAPAN | | |
| Entity Type: | Corporation: JAPAN | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2919558 | ILLUMINA | |
| 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: | 858-509-4071 | | |
| Email: | sdipdocket@pillsburylaw.com | | |
| Correspondent Name: | Michelle L. Mehok | | |
| Address Line 1: | 12255 El Camino Real, Suite 300 | | |
| Address Line 4: | San Diego, CALIFORNIA 92130 | | |
| ATTORNEY DOCKET NUMBER: | 28775-515353 | | |
| NAME OF SUBMITTER: | Michelle L. Mehok | | |
| SIGNATURE: | /michelle mehok/ | | |
| DATE SIGNED: | 06/01/2021 | | |
| Total Attachments: 3 | | | |
| source=Trademark Assignment ILLUMINA 4828-1110-9868 v.1#page1.tif | | | |
| source=Trademark Assignment ILLUMINA 4828-1110-9868 v.1#page2.tif | | | |
| source=Trademark Assignment ILLUMINA 4828-1110-9868 v.1#page3.tif | | | |

CH \$40.00 2919558

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“**Assignment**”) made as of June 1, 2021 (the “**Effective Date**”), by and among HOYA Optical Labs of America, Inc., a corporation organized under the laws of Delaware, with an address of 397 SH-121 S Frontage Road, Lewisville, Texas 75067, USA (the “**Assignor**”), and HOYA Corporation., a corporation organized under the laws of Japan, with an address of 6-10-1 Nishi-Shinjuku, Shinjuku-ku Tokyo, Japan (the “**Assignee**”) (collectively, the “**Parties**”).

WHEREAS, Assignor owns all right, title, and interest in and to the trademark ILLUMINA, US Trademark Registration No. 2919558, granted on January 18, 2005, for “ophthalmic lenses for eyeglasses” in class 9, which was filed as US Trademark Application No. 76507201, on April 17, 2003 (the “**Trademark**”);

WHEREAS, Assignor is a wholly-owned subsidiary of Assignee;

WHEREAS, the Parties intent is to transfer all of Assignor’s right, title and interest to all of the Trademark to Assignee; and

WHEREAS, it is intended that the transactions contemplated by this Assignment will qualify as a tax-free distribution from a subsidiary corporation to its parent corporation for U.S. federal income tax purposes.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. With effect as of the Effective Date, Assignor does hereby transfer and assign to Assignee, its successors, assigns, and legal representatives, and Assignee hereby accepts the transfer and assignment of the entire, full, and exclusive right, title, and interest in and to the Trademark, together with the good will of the business symbolized by the Trademark and any applications and/or registrations therefor, and the right (but not the obligation) to assert the Trademark and to collect for all past, present, and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties, and proceeds

of infringement suits, and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur:

2. Recordation and Further Assurances. Assignor hereby authorizes the Commissioner for Trademark in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions throughout the world, to record and register this Assignment upon request by Assignee. Assignor agrees to, without further consideration but at no cost or expense to Assignor, take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including without limitation the execution and delivery of any and all assignments, further assurances, deeds, powers of attorney, and other documents, certificates, and instruments (in a form suitable for filing with the officials of any applicable trademark office or other governmental agency) as may be necessary (a) to effect, evidence, or perfect the assignment of the Trademark to Assignee, or any assignee or successor thereto, free and clear of any encumbrances, or (b) to record Assignee as the owner thereof in the United States Patent and Trademark Office or any similar or corresponding entities or agencies in any country or political subdivision throughout the world. Assignor hereby constitutes and appoints Assignee and Assignee's authorized representative and true and lawful attorney-in-fact to take such steps and actions on behalf of and in the name of Assignor as reasonably determined by Assignee to be necessary or desirable to carry out the purposes of this Assignment (including, without limitation, such steps and actions set forth in this Section 2) and to vest Assignee with full right, title and possession of and to all right, title and interest in the Trademark free and clear of any encumbrances.

3. Valid Execution. This Assignment is executed by Assignor and Assignee and shall be binding upon such parties hereto and their respective successors and assigns, for the uses and purposes set forth and referred to above, effective as of the Effective Date.

4. Amendment. This Assignment shall not be changed or modified, in whole or in part, except by supplemental written agreement or amendment signed by each of Assignor and Assignee.

5. Severability. If any provision of this Assignment, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction to be illegal, unenforceable or

void, this Assignment shall continue in full force and effect without said provision. Upon any determination that any provision is illegal, unenforceable or void, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the fullest extent possible.

6. Governing Law. The rights and obligations of the parties hereto shall be governed by, and this Assignment shall be interpreted, construed and enforced in accordance with, the laws of the State of Delaware, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

7. Counterparts. This Assignment may be signed and delivered in any number of counterparts, including by means of electronic delivery (e.g., electronic mail in Portable Document Format (PDF) or DocuSign), each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date written above.

ASSIGNOR

ASSIGNEE

HOYA OPTICAL LABS OF
AMERICA, INC.

HOYA CORPORATION

By: 

By: 

Name: Eduardo Martins

Name: Jeremy C.R. Entwistle

Title: President, North America

Title: Managing Director - CLSBU

Dated: 5/24/2021

Dated: June 1, 2021