

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Green Optics, LLC		02/28/2022	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	ABB/Con-Cise Optical Group LLC		
Street Address:	12301 NW 39th Street		
City:	Coral Springs		
State/Country:	FLORIDA		
Postal Code:	33065		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5439442	BLUESPEC	
Registration Number:	5072678	FORMTECH	
Registration Number:	5583213	SUNRIDER	
Registration Number:	5068329	VISTAPURE	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	5616535000		
Email:	ip@akerman.com		
Correspondent Name:	Akerman LLP		
Address Line 1:	777 S. Flagler Dr., Ste. 1100 West Tower		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	11467-0 (0331708)		
NAME OF SUBMITTER:	Peter A. Chiabotti		
SIGNATURE:	/Peter A. Chiabotti/		
DATE SIGNED:	03/10/2022		
Total Attachments: 6			
source=Green Optics LLC and ABB Con-Cise Optics Group LLC - IP Assignment and Assumption			

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment") is effective as of Feb. 28th, 2022 (the "Effective Date"), by and between Green Optics, LLC, a Michigan limited liability company (the "Assignor"), and ABB/Con-Cise Optical Group LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"); and

WHEREAS, Assignor owns all rights, title and interest in and to the: (i) trademarks, service marks, logos, and trade names identified on Schedule A (the "Marks"); and (ii) Internet domain name identified on Schedule B (the "Domain Name"), each of which is attached hereto and incorporated by this reference (the Marks and Domain Name hereinafter referred to collectively as the "Purchased IP"); and

WHEREAS, in connection with the Purchase Agreement, the parties desire to enter into this Assignment for the purposes of assigning all of Assignor's rights, title and interests in the Purchased IP and recording such assignment with the United States Patent and Trademark Office and any relevant non-U.S. trademark offices.

NOW, THEREFORE, in consideration of the parties' agreements set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Assignor hereby transfers, conveys, assigns, sets over and delivers to Assignee, and Assignee hereby accepts, all rights, title, and interests in and to the Purchased IP, throughout the world, together with the goodwill of the business symbolized by the Purchased IP, including without limitation, any extensions and renewals of the Purchased IP, any and all causes of action and other rights assertable under the Purchased IP, the right to sue third parties for past, present and future infringement of or improper activities regarding the Purchased IP, the right to assume any licenses connected with the Purchased IP, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor authorizes and requests the Commissioner of Patent and Trademarks (and any other non-U.S. trademark issuing counterpart) to record Assignee as owner of the Marks, including any renewals thereof.

3. Within ten (10) days after the Effective Date, Assignor will unlock the Domain Name and provide Assignee with the authorization code for the Domain Name. After receipt of the authorization code, Assignee will initiate the transfer of the Domain Name and Assignor shall respond within forty-eight (48) hours of receipt of any transfer request. Assignor shall make all reasonably necessary arrangements to ensure that the current registrar and the registrar designated by Assignee can complete the transfer.

4. Without limiting the foregoing, from time to time on or after the date of this Assignment, Assignor agrees to assist Assignee and its successors and assigns, upon Assignee's request and at Assignee's expense, to evidence, record and perfect the assignment herein and to secure, enforce, maintain, and defend the assigned rights. Assignor further covenants that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts, documents and specimens relating to the Purchased IP and all legal equivalents as may be known or accessible to Assignor.

5. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, such provision shall be modified as necessary and the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

6. This Assignment (together with the Purchase Agreement and the other agreements incorporated thereby) constitutes the entire agreement of the parties and supersedes all prior and contemporaneous agreements and understandings (including term sheets), both written and oral, between the parties, or either of them, with respect to the subject matter hereof. This Assignment may be amended, modified or supplemented only by a written agreement signed by Assignor and Assignee.

7. This Assignment is absolute, exclusive and irrevocable.

8. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

9. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or email transmission shall be as effective as delivery of a manually executed counterpart of this Assignment.

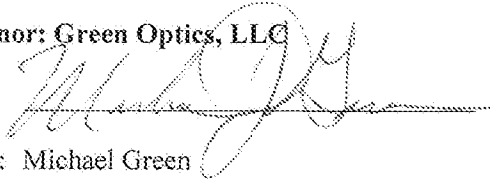
[Signature Page(s) and Schedules to Follow this Page.]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor: Green Optics, LLC

Assignee: ABB/Con-Cise Optical Group LLC

By: _____



By: _____

Name: Michael Green

Name: Michael Dell

Title: President

Title: Secretary and General Counsel

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor: Green Optics, LLC

Assignee: ABB/Con-Cise Optical Group LLC

By: _____

By: Michael E. Dell

Name: Michael Green

Name: Michael Dell

Title: President

Title: Secretary and General Counsel

SCHEDULE A
Marks

MARK	REGISTRATION DATE	REGISTRATION NUMBER
BLUESPEC	April 3, 2018	5,439,442
FORMTECH	November 1, 2016	5,072,678
SUNRIDER	October 16, 2018	5,583,213
VISTAPURE	October 25, 2016	5,068,329

SCHEDULE B
Domain Name

Greenopticsusa.com