

12-23-1998

12.14.98



FORM PTO-1594
1-31-92

100928297
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Hillman's, The Eyecare Company, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State - New Jersey
- Other _____

Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):
Name: LensCrafters, Inc.
Internal Address: _____
Street Address: 8650 Governor's Hill Dr.
City: Cincinnati State: OH ZIP: 45249

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Ohio _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 20, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/502,028

B. Trademark registration No.(s)
2,165,749

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Susan Mack
Internal Address: LensCrafters, Inc.
Legal Services Dept.
Street Address: 8650 Governor's Hill Dr.
City: Cincinnati State: OH ZIP: 45249

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00 E
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

12/23/1998 DMUYEN 00000062 2165749

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 25.00 OP

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Susan Mack Susan Mack 11-25-98
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 4

OMB No. 0651-0011 (exp. 4/94)

TRADEMARK ASSIGNMENT

WHEREAS HILLMAN'S, THE EYECARE COMPANY, INC., a New Jersey corporation, having an address of 126 Route 46 West, Totowa, New Jersey 07512 (hereinafter referred to as "ASSIGNOR"), has adopted, is using and is the owner of all right, title, and interest in and to certain trademarks and service marks identified in Exhibit A hereto (collectively referred to herein as the "Marks"), including the corresponding United States trademark registrations and applications for registration listed in Exhibit A attached hereto; and

WHEREAS, LENSMAKERS, INC., an Ohio corporation, having an address of 8650 Governor's Hill Drive, Cincinnati, Ohio, 45249 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entirety of ASSIGNOR'S right, title and interest in and to the Marks;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR, hereby sells, assigns, transfers and sets over, unto ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR'S entire right, title and interest in, to and under:

1. The Marks listed in Exhibit A annexed hereto, together with the goodwill of ASSIGNOR'S business appertaining thereto and/or symbolized thereby.

2. Any and all other rights, privileges and priorities of ASSIGNOR, provided under United States, state or foreign law with respect to the foregoing Marks, including without limitation common law rights and rights under the laws of unfair competition ("Related Rights");

3. Any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Marks and Related Rights occurring prior to the date of execution of this Assignment, including the right to receive all proceeds and damages therefrom; and

4. Any and all rights to obtain renewals of registration or other legal protections pertaining to the Marks and Related Rights.

ASSIGNOR shall, without further consideration, comply with any reasonable request by ASSIGNEE, at ASSIGNEE'S expense, to execute promptly any additional documents and take promptly any further action reasonably necessary to protect, secure and vest good, valid and marketable title to the Marks and Related Rights in ASSIGNEE and to record this Assignment with all appropriate authorities (including any documents necessary to record this Assignment in countries foreign to the United States).

PATENTS, TRADEMARKS, ETC.

EXHIBIT A

MARK	COUNTRY/ STATE	GOODS/ SERVICES	APPLN. NO.	REG. NO.	STATUS
GRID DESIGN	USA	Optical laboratories, fitting of optical lenses, optician services, and optometry services	74/634,348		Abandoned
HILLMAN KOHAN EYES	USA	Retail store services featuring eyeglasses, sunglasses and accessories therefor; Optical laboratories, fitting of optical lenses, optician services and optometry services	75/291,672	2,165,749	Active
HILLMAN'S EYES	NJ	-----	N/A	N/A	Lapsed
HILLMAN'S EYES THE EYECARE COMPANY	NJ	-----	N/A	N/A	Lapsed
HILLMAN-KOHAN EYES	NJ	Optical services	N/A	N/A	Active
HILLMAN-KOHAN EYES	NY	Optical services	N/A	S-13431	Active
HILLMAN/KOHAN EYES	VA	Optical services		N/A	Active
HILLMAN/KOHAN EYES THE EYE-CARE COMPANY and Design	USA	Optical laboratories, fitting of optical lenses, optician services and optometry services	75/502,028		Active

TRADEMARK

REEL: 1831 FRAME: 0103

RECORDED: 12/14/1998