

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	05/15/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wal-Mart Stores, Inc.		06/16/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ocean Optical Company, Inc.		
Street Address:	6001 Monarch Blvd.		
City:	Leesburg		
State/Country:	FLORIDA		
Postal Code:	34748		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2010914	ULTRATEK	
CORRESPONDENCE DATA			
Fax Number:	3526389147		
<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:	3526389143		
Email:	oceanopt@aol.com		
Correspondent Name:	Edmund Hendershot		
Address Line 1:	6001 Monarch Blvd.		
Address Line 4:	Leesburg, FLORIDA 34748		
NAME OF SUBMITTER:	Edmund Hendershot		
SIGNATURE:	/Edmund Hendershot/		
DATE SIGNED:	06/23/2015		
Total Attachments: 4			
source=2015-06-17-091305#page1.tif			
source=2015-06-17-091305#page2.tif			
source=2015-06-17-091305#page3.tif			
source=2015-06-17-091305#page4.tif			

OP \$40.00 2010914

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made this 15 day of May, 2015 ("Effective Date") between **OCEAN OPTICAL COMPANY, INC.**, a corporation organized under the laws of the State of Florida, with offices at 6001 Monarch Blvd., Leesburg, FL 34748 ("**Assignee**") and **WAL-MART STORES, INC.**, a corporation organized under the laws of the State of Delaware, with offices at 702 S.W. 8th Street, Bentonville, Arkansas 72716 ("**Assignor**"). Assignee and Assignor are hereinafter collectively referred to as the "Parties" and each may be individually referred to as a "Party."

RECITALS

WHEREAS, Assignor is the current owner of the trademark identified in Exhibit A (the "**Mark**");

WHEREAS, Assignee wishes to acquire all of Assignor's rights in and to the Mark and the goodwill associated with such Mark;

WHEREAS, the Parties agree that any use of the Mark by Assignor after the Effective Date, if any, shall be subject to terms to be mutually agreed to by and between the Parties at that time;

NOW, THEREFORE, in consideration of the mutual promises and covenants exchanged herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

AGREEMENT

1. Assignment.

a. Assignment. In consideration of the payment by Assignee to Assignor of the sum of ten thousand dollars (\$10,000.00), the receipt and sufficiency of which are acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its Affiliates, successors, assigns or other legal representatives all right, title and interest in and to the Mark held by Assignor, together with the goodwill of the goods and/or services which are symbolized by the Mark, to be held and enjoyed by Assignee for its own use and benefit and for its Affiliates, successors and assigns as the same would have been held by Assignor had the assignment not been made.

b. Assistance. Assignor hereby agrees to give, execute and/or deliver any document, notice, agreement or other evidence of assignment as may be reasonably necessary to evidence or effectuate the foregoing as of the Effective Date. Upon reasonable request on or after the Effective Date by Assignee, Assignor will promptly execute and/or deliver any such further documents necessary to register and perfect the interest of Assignee in and to the Mark.

c. Assignee. Upon assignment, Assignee shall be solely responsible to register, maintain, renew and perform all other obligations respecting the Mark.

2. Term and Termination.

a. Term. This Agreement shall commence on the Effective Date and shall continue in perpetuity unless and until terminated as set forth herein.

EIDM

b. Termination. In the event that either Party commits a breach of any term or condition of this Agreement, the other Party may terminate this Agreement in the event that the breaching Party does not cure such breach within thirty (30) business days after receiving written notice of such breach.

3. Warranties, Quality Assurances and Marking.

a. Warranties. Each Party warrants and represents to the other Party as of the Effective Date that (i) it has the full right and power to enter into this Agreement; and (ii) its execution of this Agreement has been duly authorized by all necessary corporate action of such Party.

b. By Assignor. Based on its knowledge as of the Effective Date, Walmart represents and warrants that it has the full power and authority to assign the Trademark as provided herein and that the Trademark is free and clear of any liens, encumbrances, or license rights of any other party. Except as expressly set forth in this Section 3(b), Walmart makes no representations or warranties whatsoever with respect to the Trademark.

4. Indemnification. Assignee agrees to defend, indemnify and hold harmless, Assignor, its subsidiaries, affiliates, officers, directors, shareholders, employees and agents, from and against any and all third party claims (including attorney's fees) arising out of Assignee's use of the Trademark after the Effective Date.

5. Limitation of Liability. IN NO EVENT SHALL ASSIGNOR BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ASSIGNOR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ASSIGNOR'S AGGREGATE LIABILITY TO ASSIGNEE OR ANY THIRD PARTY FOR ANY CLAIMS, LOSSES, INJURIES, SUITS, DEMANDS, JUDGMENTS, LIABILITIES, COSTS, EXPENSES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT), REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, EXCEED THE TOTAL FEES PAID TO ASSIGNOR UNDER THIS AGREEMENT.

6. General Provisions.

a. Choice of Law and Venue. The Parties agree that this Agreement shall be governed by the substantive laws of the State of Arkansas, without regard to any such laws or regulations that may direct the application of the law of any other jurisdiction. Any controversy, claim or dispute between the Parties arising out of or relating to this Agreement or any breach hereof or thereof shall be brought in state or federal courts of Arkansas.

b. Headings. The headings used in this Agreement have been inserted for convenience only and shall not affect or be deemed to control its construction or interpretation.

c. Independent Parties. Nothing contained in this Agreement shall be construed to place the Parties in the relationship of legal representatives, partners, joint ventures, agents or

EDH

fiduciaries, and no Party shall take any action or incur any debts, obligations or liabilities in the name of the other.

d. Waiver. No provisions of this Agreement will be waived by any Party except in writing. The Parties hereto agree that the waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same Party or any other provision or condition of this Agreement.

e. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all previous or contemporaneous representations, understandings or other communications, either verbal or written, between the Parties concerning such subject matter.

f. Severability. If any one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

g. Publicity. Except as otherwise set forth in this Agreement, neither Party will make any public disclosure or announcement of the existence of this Agreement, its terms or the relationship with the other Party without the prior written consent of such other Party.

h. Counterparts. This Agreement may be executed in counterparts or duplicate originals, and facsimile, electronic and digital copies of this Agreement, including properly executed PDF versions of this Agreement, shall be regarded as an original instrument by the Parties.

AGREED:

OCEAN OPTICAL COMPANY, INC.
(Assignee)

By: Edmund D. Hendershot

Name: Edmund D. Hendershot

Title: President

Date: 5-14-2015

WAL-MART STORES, INC.
(Assignor)

By: Andy Barron

Name: ANDY BARRON

Title: EVP MERCHANDISING

Date: 6-16-15

EDH

EXHIBIT A

MARK

Word Mark: ULTRATEK

Goods and/or Services: non-prescription sunglasses (IC 009. US 021 023 026 036 038)

USPTO Registration Number: 2010914

EDH

EX. A

TRADEMARK