

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900509888		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRANDVISION		01/12/2017	Joint Stock Company: FRANCE
RECEIVING PARTY DATA			
Name:	GrandVision Retail Holding B.V.		
Street Address:	Evert van de Beekstraat 1-80		
Internal Address:	Tower C, 6th floor		
City:	1118 CL Schiphol,		
State/Country:	NETHERLANDS		
Entity Type:	Besloten Vennootschap (B.V.): NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2644505	SOLARIS	
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:	646-845-9414		
Email:	RL@EverythingTrademarks.com		
Correspondent Name:	Roberto Ledesma		
Address Line 1:	P.O. Box 230692		
Address Line 2:	Law Office of Roberto Ledesma		
Address Line 4:	New York, NEW YORK 10023		
DOMESTIC REPRESENTATIVE			
Name:	Roberto Ledesma		
Address Line 1:	P.O. Box 230692		
Address Line 2:	Law Office of Roberto Ledesma		
Address Line 4:	New York, NEW YORK 10023		
NAME OF SUBMITTER:	Roberto Ledesma		
SIGNATURE:	/Roberto Ledesma/		

DATE SIGNED:	09/18/2019
Total Attachments: 6 source=APA#page1.tif source=APA#page2.tif source=APA#page3.tif source=APA#page4.tif source=APA#page5.tif source=APA#page6.tif	

ASSET PURCHASE AGREEMENT

BETWEEN

SOLARIS GROUP FRANCHISE SAS

GRANDVISION FRANCE SAS

as the Sellers

and

GRANDVISION RETAIL HOLDING B.V.

as the Purchaser

Dated 12 January 2017

for the acquisition by
the Purchaser of certain assets of the business of the Sellers

THE UNDERSIGNED:

1. **SOLARIS GROUP FRANCHISE**, a private company with limited liability (*société par actions simplifiée*), organised under the laws of France, with its office at 1 Rue Jean-Pierre Timbaud 78180 Montigny-le-Bretonneux, France, identified under number 518 998 364 RCS Versailles, hereinafter referred to as "SGF";
2. **GRANDVISION FRANCE**, a private company with limited liability (*société par actions simplifiée*), organised under the laws of France, with its office at 1 Rue Jean-Pierre Timbaud 78180 Montigny-le-Bretonneux, France, identified under number 492 787 957 RCS Versailles, hereinafter referred to as "GVF"; and
3. **GRANDVISION RETAIL HOLDING B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), organised under the laws of The Netherlands, with its principle office at Evert van de Beekstraat 1-80, Tower C, 6th floor, 1118CL Schiphol, The Netherlands, hereinafter referred to as the "Purchaser",

The Parties under (1) and (2) above are hereinafter jointly referred to as the "Sellers" and individually also as a "Seller". The Purchaser and the Sellers are hereinafter jointly referred to as the "Parties" and individually also as a "Party".

WHEREAS:

- (A) At the date of this Agreement each of the Sellers and the Purchaser are part of the GrandVision group.
- (B) The Parties intend to optimize the efficiency of the GrandVision group and to set-up a global business for the retailing and marketing of sunglasses under the trade name "Solaris" by the Purchaser. In connection therewith, SGF wishes to sell and transfer certain of its assets as set out herein (the "Business") to the Purchaser and GVF wishes to sell and transfer the Intellectual Property Rights (as defined hereafter) to the Purchaser and the Purchaser wishes to purchase such assets from the Sellers (the "Transaction").
- (C) The works council of Solaris SAS has rendered its advice in connection with the Transaction in accordance with French law on 22 November 2016. The provisions of French employee consultation law that apply to the Transaction have been complied with.
- (D) The Parties wish to lay down in this Asset Purchase Agreement (hereinafter referred to as the "Agreement") the terms and conditions of the Transaction.

NOW HEREBY AGREE AS FOLLOWS:

1. **INTERPRETATION**

Definitions

GVF Assets: Has the meaning as described in Article 2.2b of this Agreement.

GVF Purchase Price Has the meaning as described in Article 4.1 of this Agreement.

Intellectual Property Rights: To the extent directly relating to the Business and owned by GVF, all technology and intellectual property, regardless of form, including but without limitation: published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, derivative works, literary works, mask works, and sound recordings; inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items; words, names, symbols, devices, designs, domain names and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features; and information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques and all other intellectual property rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, including in any event the logo's, trademarks and domain names or applications for such rights as listed in Exhibit E. Nothing in this clause shall be construed as to include any element of the Know-How.

Know-How: The operational systems and methods used in conjunction with the Intellectual Property Rights owned by GVF, as developed, owned and divulged to the franchisees by SGF from time to time in accordance with the franchise agreements referred to above.

7. **TRANSFER OF INTELLECTUAL PROPERTY RIGHTS**

7.1 The Parties acknowledge and agree that as part of the Transaction, for which the Purchase Price is paid by the Purchaser, the Parties shall transfer the registration of the Intellectual Property Rights (including the domain name registrations) from GVF to the Purchaser or, as indicated by the Purchaser, to any of its Affiliates, and the Parties and any of their Affiliates shall procure the effectuation of such transfers as soon as reasonably possible after the date of this Agreement whereby each Party shall bear its own costs provided that the Purchaser shall bear the costs of the transfer of the registration.

8. **POST-CLOSING ACTIONS**

Registration Intellectual Property Rights

8.1 As soon as reasonably possible after Closing the Purchaser shall register, or shall procure the registration of, the transfer of the Intellectual Property Rights with the French Intellectual Property Institute. The Purchaser shall also amend, or shall procure the amendment of, the registration of the Intellectual Property Rights in all other relevant registries and with all authorities in other relevant jurisdictions worldwide.

8.2 Each of the Parties shall, and shall procure that their Affiliates (except for other Parties) shall, cooperate fully and timely with and shall execute all resolutions, forms, filings, notifications or other documents necessary or appropriate to effect the amendment of the registrations of the Intellectual Property Rights as set out in Article 8.1.

Formalities in relation to the SGF Assets

8.3 As soon as possible after Closing, SGF shall proceed with the following formalities:

- a. The filing of the Business Sale and Purchase Agreement and of the duly completed and signed tax forms n°2672 and 2676 (Cerfa 11275*04) with the French tax administration and payment of the related registration duties within 15 business days from the date of the Agreement;
- b. The publication of an information notice regarding the Business Sale and Purchase Agreement in a legal gazette within 5 business days from the date on which the registration takes place; and
- c. The filing with the Versailles commercial court of copies of the Business Sale and Purchase Agreement duly registered, of the information notice duly published and the text of the legal notice to be published in the *Bulletin Officiel des Annonces Civiles et Commerciales* ("BODACC") within three (3) business days from the date of publication of the information notice.

8.4 The Parties acknowledge that the ten (10) days objection period during which the creditors of SGF may object to the assignment of the Business will start on the date of

This Agreement has been signed in counterparts on 12 January 2017

SOLARIS GROUP FRANCHISE SAS



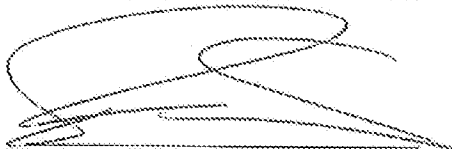
By: Alain Cottet
Title: general director

GRANDVISION FRANCE SAS



By: Alain Cottet
Title: general director

GRANDVISION RETAIL HOLDING B.V.



By: Central Vision II B.V.
Title: solely authorised director
By: Mr T.A. Kiesselbach
Title: jointly authorised director

GRANDVISION RETAIL HOLDING B.V.



By: Central Vision II B.V.
Title: solely authorised director
By: Mr P.J. de Castro Fernandes
Title: jointly authorised director

EXHIBITE

INTELLECTUAL PROPERTY RIGHTS

Logo	Trademark	Country	Priority	Application	Application No	Reg	Reg No	REN	CLASSES
	SOLARIS	AFRIQUE DU SUD		21-11-2005	2006/28338	26-1-2010	2008/28338	11/21/2016	38
	SOLARIS	AFRIQUE DU SUD		21-11-2005	2006/28337	26-1-2010	2008/28337	11/21/2016	44
	SOLARIS	AFRIQUE DU SUD		23-11-2006	2008/28335	06-1-2010	2008/28335	11/21/2016	9
	SOLARIS	ANDORRE	02/02/1998	12-1-2009	12 673	3-2-2009	12 673	2/2/2019	35,42
	SOLARIS	ANT. NEERLANDAISE		4-12-2007	15-780817	28-10-2007	13304	13/9/2017	9, 35, 43
	SOLARIS	ANTIGUA		28-7-2014	0250				9, 35, 44
	SOLARIS	ARABIE SAOUDITE	31/05/2000	4-2-2010	85288		852/06	10/25/2019	9
	SOLARIS	CHILI		17-8-2008	837 738	15-8-2008	883 451	8/15/2018	8
	SOLARIS	CHILI		17-8-2008	837 738	28-8-2008	881 815	8/28/2019	35, 44
	SOLARIS	CHONE		8-5-2014	14519706				9
	SOLARIS	EMIRATS ARABES	20/06/2010	31-10-2010	35 457		35 457	6/20/2010	9
	SOLARIS	EMIRATS ARABES		14-1-2007	89 473	9-9-2010	100 336	11/3/2017	35
	SOLARIS	EMIRATS ARABES		14-1-2007	89 474	7-3-2008	87 294	11/3/2017	44
	SOLARIS	ETATS-UNIS	29/15/2002	13-5-2012	2 844 586	21-5-2012	2 844 505	10/28/2022	8
	SOLARIS	GUATEMALA		8-8-2011	2011-7746		191 833	10/22/2023	39
	SOLARIS	ILES BES		8-6-2011	1087	8-6-2011	1087	6/9/2017	9, 35, 44
	SOLARIS	ILES MERGES BR		6-5-2014	4637	6-5-2014	5644	5/6/2022	8
	SOLARIS	ILES MERGES US		1-5-2014	5202	12-2-2015	5202	10/28/2022	9