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Express Mailing Label No.: EV 426280944 US

Date of Deposit: September 13, 2004



Attorney Docket No. 16532.031200

**FORM PTO-1595** U.S. DEPARTMENT OF COMMERCE (Rev. 6-93) Patent and Trademark Office OMB No. 0651-0011 (exp. 4/94) Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies) 1. Name of conveying party(ies): Lantis Eyewear Corporation Name: Lantis Acquisition Corp. Internal Address: Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance: ☐ Merger Street Address: 1001 Brickell Bay Drive ☐ Change of Name ☐ Security Agreement Miami, Florida 33131 Other\_ Execution Date: August 17, 2004 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is \_\_\_ B. Patent No(s): D402,306; D402,682; D404,056; D421,450; A. Patent Application No(s): D426,998; D436,265 Additional numbers attached? ☐ Yes 🖾 No 6. Total number of applications and patents involved: [6] 5. Name and address of party to whom correspondence Concerning document should be mailed: 7. Total fee (37 CFR 3.41) \$240.00 James F. Ewing Name: GREENBERG TRAURIG, LLP Address: Enclosed One International Place The Commissioner is authorized to charge Deposit Account Boston, MA 02110 No: 50-2678, Reference No. 16532.031200. The Commissioner is authorized to charge Deposit Account  $\boxtimes$ No: 50-2678, Reference No. 16532.031200. DO NOT USE THIS SPACE 9. Statement and signature To the best of my knowledge and belief, the foregoing information is true and corpect and any attached copy is a true copy of the original document. James F. Ewing, Reg. No. 52,875 Name of Person Signing Date Signature Total number of pages including cover sheet, attachments, and document: [4]

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## PATENT ASSIGNMENT

Lantis Eyewear Corporation the undersigned, hereinafter referred to as the ASSIGNOR, pursuant to Section 2(h)(iii) of that certain Asset Purchase Agreement, dated as of May 25, 2004, as amended and restated on July 29, 2004, by and between HIG Recovery Fund II, Inc. and Lantis Eyewear Corporation (the "APA"), for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer without representation, warranty or recourse (other than pursuant to the APA) to Lantis Acquisition Corp., a Delaware corporation as assignee of HIG Recovery Fund II, Inc. pursuant to that that certain Assignment Agreement between HIG Recovery Fund II, Inc. and Lantis Acquisition Corp., dated as of the date hereof, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the United States Letters Patents listed in Schedule A, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) our entire right, title and interest to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) our entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) our entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

ASSIGNOR hereby authorizes and requests the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, sale and transfer not been made.

ASSIGNOR agrees, at any time, upon the request and at the sole cost and expense of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

ASSIGNOR further agree at any time to execute and to deliver upon request and at the sole cost and expense of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

PATENT REEL: 015778 FRAME: 0018 ASSIGNOR hereby covenants that, subject to the terms and provisions of the Credit Agreement (as defined in the APA), no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, at ASSIGNEE's sole cost and expense, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and, at ASSIGNEE's sole cost and expense, will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

The undersigned hereby authorizes Greenberg Traurig, LLP, of One International Place, Boston, MA 02110, to insert hereon any further identification information necessary or desirable for recordation of this document.

Date:

LANTIS EYEWEAR CORPORATION

Name:

Title: \_

Country of

Subscribed and sworn to before me this Ntday of

ne uns <u>v (v</u> day of \_

Notary Public

My commission expires

JANICE L. MORANO

A Notary Public of New Jersey

My Commission Expires 10/21/2008

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## **SCHEDULE A**

US Patent	Inventor(s)	Title
D402,306	Lucas, et al.	TEMPLE PIECE FOR EYEWEAR
D402,682	Lucas	EYEWEAR
D404,056	Lucas and Mays	EYEWEAR
D421,450	Lucas	EYEWEAR
D426,998	Kidd, et al.	EYEWEAR DISPLAY PANEL
D436,265	Kidd, et al.	EYEWEAR MERCHANDISING UNIT

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**RECORDED: 09/13/2004** 

**PATENT REEL: 015778 FRAME: 0020**