

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM375232

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CHICAGOLAND OPTICAL, LLC		02/29/2016	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAPITAL VISION SERVICES, LP		
<b>Street Address:</b>	1950 Old Gallows Road		
<b>Internal Address:</b>	Suite 520		
<b>City:</b>	Vienna		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22182		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4332830	SPEXWELLNESS	
<b>Registration Number:</b>	3689188		
<b>Registration Number:</b>	1694091	SUN KING	
<b>Registration Number:</b>	2002673	SOLAR SOCIETY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>			
<b>Phone:</b>	704 331 1074		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	Suite 4700		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	037909.100		
<b>NAME OF SUBMITTER:</b>	F. Emmett Weindruch		
<b>SIGNATURE:</b>	/few/		
<b>DATE SIGNED:</b>	03/01/2016		

OP \$115.00 4332830

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of February 29, 2016 is by and between CHICAGOLAND OPTICAL, LLC, a Delaware limited liability company (doing business as "Spex") ("Chicagoland"), INDUSTRIAL OPTICAL SERVICE, LTD., an Illinois corporation ("IOS") and, together with Chicagoland, "Assignors" and each, an "Assignor"), and CAPITAL VISION SERVICES, LP, a Delaware limited partnership with its principal place of business at 1950 Old Gallows Road, Suite 520, Vienna, Virginia 22182 ("Assignee"). All capitalized terms used herein that are not otherwise defined shall have the definitions set forth in Schedule A hereto.

**RECITALS**

WHEREAS, Assignors are collectively the sole and exclusive owners of all Intellectual Property relating to Assignors' eye care facilities located at (i) 5408 North Clark Street, Chicago, Illinois 60640, (ii) 104 South Washington Street, Hinsdale, Illinois 60521, (iii) 463 Central Avenue, Highland Park, Illinois 60035, (iv) 4418 West Diversey Avenue, Chicago, Illinois 60639, (v) 2000 Central Street, Evanston, Illinois 60201, (vi) 4740 North Lincoln Avenue, Chicago, Illinois, 60625, (vii) 50 East Chicago Avenue, 1 East, Chicago, Illinois 60611, (viii) 2146 North Halsted Street, Chicago, Illinois 60614, (ix) 522 Dempster Street, Evanston, Illinois 60202, (x) 146 Center Street, Suite 200, Grayslake, Illinois 60030, (xi) 138 North York Street, Elmhurst, Illinois 60126, (xii) 507 South Third Street, Suite F, Geneva, Illinois 60134, (xiii) 890 William Hilton Parkway, Fresh Market Shoppes, Suite 93, Hilton Head Island, South Carolina 29928, (xiv) 185 Milwaukee Avenue, Suite 135, Lincolnshire, Illinois 60069, (xv) 29 East Madison Street, Suite 808, Chicago, Illinois 60602, (xvi) 3760 North Broadway Street, Chicago, Illinois 60613, (xvii) 724 North Western Avenue, Lake Forest, Illinois 60045, (xviii) 2555 West 75th Street, Suite 119, Naperville, Illinois 60540, (xix) 122 North Oak Park Avenue, Oak Park, Illinois 60301, (xx) 1212 North Wells Street, Unit 1, Chicago, Illinois 60610, (xxi) 2154 West Roscoe Street, Chicago, Illinois 60618, (xxii) 2316 North Clark Street, Chicago, Illinois 60614, (xxiii) 1407 North Milwaukee Avenue, Chicago, Illinois 60622, (xxiv) 910 Green Bay Road, Winnetka, Illinois 60093, (xxv) 1130 West Madison Street, Chicago, Illinois 60607, and (xxvi) 444 North Wabash, Suite 320, Chicago, Illinois 60611 (the "Assignor Intellectual Property"), including but not limited to the Marks and Websites identified on Schedule B hereto (if any, the "Assignor Marks" and "Assignor Websites," respectively);

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement by and among Assignors, Assignee and the other parties named therein, dated as of December 23, 2015 (the "Purchase Agreement"), Assignee purchased certain assets of Assignors, including but not limited to the Assignor Intellectual Property; and

WHEREAS, Assignors wish to assign to Assignee, and Assignee wishes to accept, the assignment of all of Assignors' right, title and interest in and to Assignor Intellectual Property.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**Section 1. Assignment of the Assignor Websites.** Each Assignor hereby does assign and transfer unto Assignee, and Assignee hereby receives, acquires and accepts, all of each Assignor's right, title, and interest in and to the Assignor Websites, including but not limited to all worldwide intellectual property and other proprietary rights therein.

**Section 2. Assignment of the Assignor Marks.**

(a) Each Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, all of each Assignor's right, title and worldwide interest, in and to the Assignor Marks, including (i) all of the goodwill associated or connected with the use of, and symbolized by, the Assignor Marks, (ii) all registrations obtained by each Assignor for the Assignor Marks including all extensions and renewals thereof, (iii) the right to file any document to maintain the Assignor Marks and any associated registrations, (iv) all common law trademark and trade name rights in the Assignor Marks, (v) the right to file applications for registration of the Assignor Marks worldwide, and (vi) the right to sue for past, present and future infringement, dilution or other violation of the Assignor Marks and collect and retain all damages, settlements and proceeds recovered therefrom; and all rights corresponding with any of the foregoing throughout the world.

(b) Each Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or foreign countries, to record Assignee as the owner of the Assignor Marks.

**Section 3. Assignment of the Assignor Intellectual Property.** To the extent not otherwise assigned by Assignors pursuant to Sections 1 and 2 of this Agreement, each Assignor does hereby sell, transfer, assign, convey, and deliver to Assignee all of such Assignor's right, title, and interest in, to, and under the Assignor Intellectual Property.

**Section 4. Further Assurances.** Each Assignor hereby agrees to perform such proper and additional acts and execute such additional documents as are deemed reasonably necessary by Assignee or the governmental agencies having jurisdiction over the Assignor Intellectual Property, including the Assignor Marks, to give full effect to and perfect the rights of Assignee under this Agreement, including but not limited to all documents necessary to register in the name of Assignee the assignment of the applicable Assignor Marks with the appropriate government offices.

**Section 5. Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**Section 6. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**Section 7. Governing Law.** This Agreement is to be governed by and construed in accordance the laws of the State of Delaware, without giving effect to the choice of law principles thereof, including all matters of construction, validity and performance.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CAPITAL VISION SERVICES, LP

By: \_\_\_\_\_  
Name: Sue Downes  
Title: President and Chief Executive Officer

CHICAGO LAND OPTICAL, LLC


By: \_\_\_\_\_  
Name: Robert Rich  
Title: CEO

INDUSTRIAL OPTICAL SERVICE, LTD.

By: \_\_\_\_\_  
Name: Daniel Lieberman  
Title: president

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CAPITAL VISION SERVICES, LP

By:   
Name: Sue Downes  
Title: President and Chief Executive Officer

CHICAGOLAND OPTICAL, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

INDUSTRIAL OPTICAL SERVICE, LTD.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## SCHEDULE A – DEFINITIONS

“Marks” shall mean all statutory and common law trademarks, trade dress, service marks, logos, trade names, business names, and other word, name, design or symbol used to identify a business or the source of its goods or services, and the goodwill associated therewith, now existing or hereafter adopted or acquired, and all registrations and applications to register the same, under the laws of the United States or any other foreign country, for the full term and all renewals thereof.

“Patents” shall mean all issued U.S. and foreign patents and pending patent applications (and all patents that issue therefrom), patent disclosures, and any and all divisions, continuations, continuations-in-part, continuing prosecution applications, reissues and reexaminations thereof, for the full term thereof.

“Trade Secrets” shall mean all data or information that is not commonly known by or available to the public and which (a) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by third parties who can obtain economic value from its disclosure or use and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

“Know-How” shall mean all ideas, designs, correspondence, concepts, compilations of information, know-how, methods, techniques, algorithms, data and database rights, inventions, invention disclosures, statutory invention registrations, procedures and processes, readings, reports, test results, studies, applications, submissions, notes, work product, deliverables, models, prototypes, equipment, audits, approval documentation, calculations, measurements, product specifications, photographs, videos,

images, manufacturing product processes and techniques, research and development information, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, whether or not patentable, whether copyrightable or noncopyrightable and whether or not reduced to practice.

“Copyrights” shall mean all works of authorship and all associated moral rights and copyright rights under the copyright laws of the United States and other countries for the full term thereof, whether registered or unregistered, including, but not limited to, all applications for registrations, renewals, extensions and restorations of copyrights now or hereafter provided for by law and all rights to make applications for copyright registrations and recordations, regardless of the medium of fixation or means of expression.

“Websites” shall mean all websites or portions thereof that are operated, managed or controlled through a domain name and URL, whether on an exclusive or nonexclusive basis, including all content, elements, data, information, materials, hypertext markup language (HTML), software and code, works of authorship, textual works, visual works, aural works, audiovisual works and functionality embodied in, published or available through each such website or portion thereof, and all domain names and URLs associated with the foregoing, provided that such domain names and URLs shall not include IP addresses.

“Intellectual Property” shall mean all Marks, Copyrights, Websites, Patents, Trade Secrets, Know-How, and all other worldwide intellectual property and proprietary rights therein.

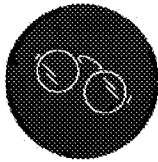
**SCHEDULE B**

**A. Assignor Websites**

<b>Domain Name</b>	<b>Registrant</b>	<b>Expiration Date</b>
specschicago.com	Chicagoland Optical	10/18/2016
spex4style.com	Spex	12/11/2016
spex4vision.com	Spex	12/11/2016
spexchicago.com	Chicagoland Optical	10/18/2016
spexeyecare.com	Spex	12/11/2016
spexforstyle.com	Spex	12/11/2016
spexforvision.com	Spex	12/11/2016
spexlumiere.com	Chicagoland Optical	3/11/2019
spexoptical.com	Spex	9/18/2017
spfchicago.com	Chicagoland Optical	3/2/2019
spfsunshop.com	Chicagoland Optical	3/2/2019

**B. Assignor Marks**

1. Registered Marks

<b>Jurisdiction</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registered Owner</b>	<b>Notes</b>
USA	SPEX WELLNESS	4,332,830	5/7/13	85/586,222	4/2/12	Chicagoland Optical, LLC	
USA	Glasses Design 	3,689,188	9/29/09	77/690,638	3/13/09	Chicagoland Optical, LLC	
USA	SUN KING	1,694,091	6/16/92	74/104,691	10/10/90	Chicagoland Optical, LLC	



Jurisdiction	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Registered Owner	Notes
USA	SOLAR SOCIETY	2,002,673	9/24/96	74/701,924	7/17/95	Chicagoland Optical, LLC	Cancelled

Jurisdiction	Mark	Serial No.	Filing Date	Registered Owner	Status
USA	DIGIVU DUO	86/192,954	2/13/14	Industrial Optical, Inc. c/o CES Optical LLC	Abandoned
USA	DIGIVU HD	86/144,342	12/16/13	Industrial Optical, Inc. c/o CES Optical LLC	Abandoned
USA	CLARIFY	86/144,351	12/16/13	Industrial Optical, Inc. c/o CES Optical LLC	Abandoned

2. Unregistered Marks

SPEX

KENO OPTICAL

DISCOVER YOUR SPEX APPEAL

SUN KING

PLAYFULLY SOPHISTICATED . . . THAT'S SPEX

COVENTRY EYE CARE CENTER OF EVANSTON

SPEX ON CLARK STREET

LINCOLN SQUARE OPTICAL

SPEX ON CLARK

BETTER VISION

VILLAGE VISION

SUN KING OPTICAL

EYELAND OF ST. JOHNS

CLARIFY

DIGIVU DUO

SOLAR SOCIETY

DIGIVU HD