

01-05-2000

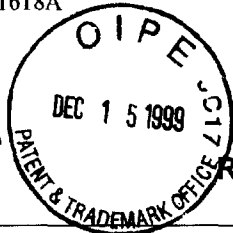
FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**



101238188

MMA  
12/15/99



### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  
Effective Date  
Month Day Year  
12/10/99
- Change of Name
- Other \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name J.W. Envisions, Inc.

Execution Date  
Month Day Year  
12/10/99

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

#### Receiving Party

Mark if additional names of receiving parties attached

Name Native Eyewear, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 2381 Philmont Avenue

Address (line 2) Suite 110

Address (line 3) Huntingdon Valley

Pennsylvania

19006

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/29/1999 DNGUYEN 00000292 75425956

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
25.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
REEL: 002006 FRAME: 0454

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75/425,956"/>	<input type="text" value="75/784,316"/>	<input type="text" value="75/428,770"/>	<input type="text" value="2,235,338"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/659,904"/>	<input type="text" value="75/428,796"/>	<input type="text" value="75/391,707"/>	<input type="text" value="2,274,445"/>	<input type="text"/>	<input type="text"/>
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**Number of Properties** Enter the total number of properties involved.

#

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

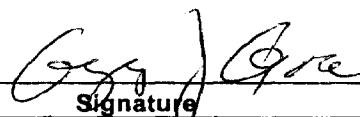
Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Gregory J. Gore Reg. No. 30,057

Name of Person Signing



Signature

12/14/99

Date Signed

Additional Trademark Application Numbers

75/425,678

75/391,464

75/622,127

# PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This Patent and Trademark Assignment Agreement is made and entered into as of this 10 day of December, 1999 between J.W. Envisions, Inc., a New Jersey Corporation, with principal offices at 2381 Philmont Avenue, Suite 110, Huntingdon Valley, Pennsylvania 19006, and Native Eyewear, Inc., a Pennsylvania Corporation, with principal offices at 2381 Philmont Avenue, Suite 110, Huntingdon Valley, Pennsylvania 19006.

## BACKGROUND

The background to this Assignment Agreement is that the parties hereto have entered into a Merger Plan dated as of November 5, 1999 under which J.W. Envisions, Inc. has agreed to transfer to Native Eyewear, Inc. all of its ownership right, title and interest in certain Intellectual Property. In accordance with Paragraph 6 of said Merger Plan, this Agreement transfers the patent and trademark properties described in Exhibits A and B to this Agreement and their underlying goodwill, belonging to J.W. Envisions, Inc.

## AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants made herein and in said Merger Plan between the parties and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- (A) J.W. Envisions, Inc. hereby assigns, transfers and conveys to Native Eyewear, Inc. all right, title and interest in and to the United States trademark properties described in Exhibit A and to the United States patent properties described in Exhibit B and to the underlying goodwill and business value of these properties represent.

- (B) Native Eyewear, Inc. hereby assumes all liabilities and obligations, and acknowledges existing encumbrances, if applicable, existing or arising in connection with the assignment described in Paragraph (A) hereof, except as otherwise agreed in writing by the parties.
  
- (C) Without limiting the foregoing provisions, J.W. Envisions, Inc. agrees to take whatever further action is deemed necessary or appropriate by Native Eyewear, Inc. to properly and completely effect the transfer to Native Eyewear, Inc. of the patents and trademarks described in Exhibits A and B and to establish full custody and ownership of such patents and trademarks by Native Eyewear, Inc.
  
- (D) This Agreement shall be governed by the internal laws of the State of Pennsylvania, without reference to its conflict of law principles.

IN WITNESS WHEREOF the parties hereto, through their respective authorized officers, have executed this Patent and Trademark Assignment Agreement as of this 10 day of December, 1999 and affixed their respective corporate seals hereto.

[SEAL]

Attest:

By: 

J.W. Envisions, Inc.

By: 

Jason Wildman, President

[SEAL]

Attest:

By: 

[SEAL]

Native Eyewear, Inc.

By: 

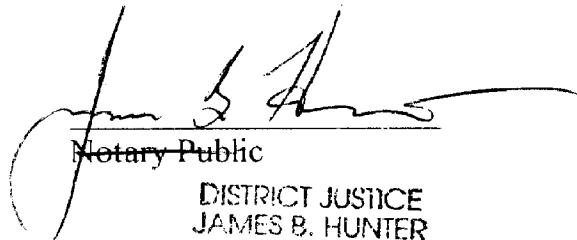
Jason Wildman, President

SS

COUNTY OF *Montgomery*

On the *10<sup>th</sup>* day of *SEPTEMBER*, 1999 personally appeared before me, a Notary Public for the County and State aforesaid, Jason Wildman, who acknowledged himself to be the President of J.W. Envisions, Inc., a New Jersey Corporation, and that he, as such officer being authorized to do so, executed the foregoing Patent and Trademark Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself as such.

Witness my hand and seal the day and year aforesaid

  
Notary Public  
DISTRICT JUSTICE  
JAMES B. HUNTER  
38-2-08  
2351 HUNTINGDON PIKE  
HUNTINGDON VALLEY, PA 19006  
My commission expires: 1-3-00

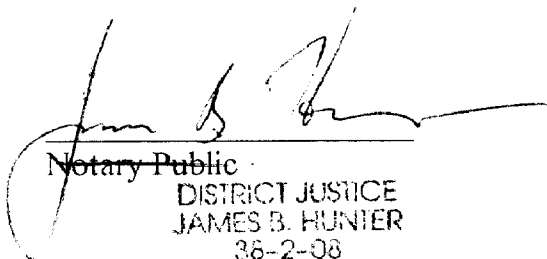
STATE OF PENNSYLVANIA:

SS

COUNTY OF *Montgomery*

On the *10<sup>th</sup>* day of *December*, 1999 personally appeared before me, a Notary Public for the County and State aforesaid, Jason Wildman, who acknowledged himself to be the President of Native Eyewear, Inc., a Pennsylvania Corporation, and that he, as such officer being authorized to do so, executed the foregoing Patent and Trademark Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself as such.

Witness my hand and seal the day and year aforesaid



Notary Public  
DISTRICT JUSTICE  
JAMES B. HUNTER  
36-2-08  
2351 HUNTINGDON PIKE  
HUNTINGDON VALLEY, PA 19006

My commission expires: *1-3-00*

## EXHIBIT A

*REGISTERED U.S. TRADEMARKS*

<u>Mark</u>	<u>Registration Number</u>	<u>Issue Date</u>
"Native	2,235,338	March 23, 1999
"Sacrifice Nothing"	2,274,445	August 31, 1999

*PENDING U.S. TRADEMARK APPLICATIONS*

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
"Anti-Ocular Intrusion System"	January 29, 1998	75/425956
"Athelon"	March 21, 1999	75/659904
"Cushinol"	August 27, 1999	75/786588
"F-2"	August 26, 1999	75/784316
"Gator-Lok"	February 4, 1998	75/428796
"Low-Ryder"	August 24, 1998	75/540843
"Miscellaneous Design"	February 4, 1998	75/428770
"Nano"	November 17, 1997	75/391707
"Prismatic Crystal Carbonate"	August 17, 1998	75/537922
"Rhyno-Tuff"	January 29, 1998	75/425678
"Ryde"	November 17, 1997	75/391464
"Streak"	January 19, 1999	75/622127



EXHIBIT B

*ISSUED U.S. PATENTS*

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
"Eyewear"	Des. 407,427	March 30, 1999
"Eyewear"	Des. 408,839	April 27, 1999
"Eyewear"	Des. 409,224	May 4, 1999
"Detachable Cam-Biased Eyeglass Temples"	5,963,296	October 5, 1999

*PENDING U.S. PATENT APPLICATIONS*

<u>Title</u>	<u>Filing Date</u>	<u>Serial Number</u>
"Athelon"	April 14, 1999	29/103,408
"Pro-Athelon"	April 14, 1999	29/103,423
"Low-Ryder"	July 15 1999	29/107,903