

06-03-2003

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Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102462330 ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

FTL CORP.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: May 8, 2003

2. Name and address of receiving party(ies)

Name: Native Eyewear, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 2381 Philmont Ave., Suite 110

City: Huntingdon Valley State: PA Zip: 19006

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Pennsylvania
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See  
attached list

B. Trademark Registration No.(s) See  
attached list

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jason Wildman

Internal Address: \_\_\_\_\_

Native Eyewear, Inc.  
Street Address: 2381 Philmont Ave.,  
Suite 110

Huntingdon Valley State: PA Zip: 19006  
City: \_\_\_\_\_

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41) \$ 615

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Charles W. Ormsby, Jr., Esq.  
Name of Person Signing

Signature

5/27/03  
Date

Total number of pages including cover sheet, attachments, and document 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

06/03/2003 TDIAZ1 00000146 2235338

01 FC:0521  
02 FC:0522

40.00 DP  
575.00 DP

TRADEMARK  
REEL: 002744 FRAME: 0059

**ATTACHMENT TO RECORDATION FORM COVER SHEET**

**CONVEYING PARTY: FTL CORP.**

**RECEIVING PARTY: NATIVE EYEWEAR, INC.**

**EFFECTIVE DATE: MAY 8, 2003**

**TRADEMARK REGISTRATION NUMBERS**

2,235,338  
2,274,445  
2,306,527  
2,306,534  
2,386,291  
2,333,713  
2,312,357  
2,349,476  
2,312,428  
2,304,674  
2,321,670  
2,420,144  
2,644,252  
2,620,510  
2,596,341  
2,523,736  
2,670,119  
2,460,371  
2,500,722  
2,613,938

**TRADEMARK APPLICATION NUMBERS**

76/059,610  
76/295,359  
76/282,795  
76/428,883

**ASSIGNMENT OF TRADEMARKS**

WHEREAS, FTL Corp., a corporation organized under the laws of the State of Delaware (hereinafter referred to as the "Assignor"), having offices at 802 West Street, Wilmington, Delaware 19801, is the owner of the trademarks and applications/registrations therefor shown on Exhibit A (the "Marks"); and

WHEREAS, Native Eyewear, Inc., a corporation organized under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as the "Assignee"), having offices at 2381 Philmont Avenue, Suite 110, Huntingdon Valley, Pennsylvania 19006, wishes to acquire the entire right, title and interest in and to the Marks, including all of the goodwill of the business in connection with which the Marks are used and symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby assigns, transfers and sets over unto Assignee, its successors and assigns, the entire right, title and interest in and to the Marks, the goodwill of the business in connection with which the Marks are used and symbolized by the Marks, and the right to recover for past infringements of the Marks, to have and to hold the same as fully and completely as the same might have been held by the Assignor had this assignment not been made.

Assignor agrees, at Assignee's expense and request, to take all lawful acts which Assignee may deem advisable or necessary in order to render this assignment fully effective and to register and enforce the rights conveyed hereby, including, without limitation, execution of lawful documents and cooperation in production of evidence and giving of testimony in connection with proceedings to enforce the rights conveyed hereby.

**FTL CORP.**

Date: May 8, 2003

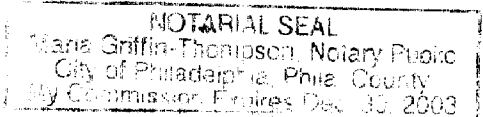
By: Gordon W. Stewart  
Gordon W. Stewart, President

STATE OF Pennsylvania :  
COUNTY OF Philadelphia : <sup>ss.</sup>

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this day of May 8, 2003, personally appeared Gordon W. Stewart, President of FTL Corp., who averred that the seal affixed to the foregoing ASSIGNMENT is the corporate seal of said corporation, and that said ASSIGNMENT was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Gordon W. Stewart acknowledged said ASSIGNMENT to be the free act and deed of said corporation.

Maria Griffin-Thompson  
Notary Public

My Commission Expires



NATIVE EYEWEAR, INC.

Date: May 8, 2003

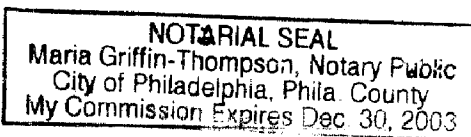
By: [Signature]  
Jason Wildman, President

STATE OF Pennsylvania :  
COUNTY OF Philadelphia : <sup>SS.</sup>

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this day of May 8, 2003, personally appeared Jason Wildman, President of Native Eyewear, Inc., who averred that the seal affixed to the foregoing ASSIGNMENT is the corporate seal of said corporation, and that said ASSIGNMENT was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Jason Wildman acknowledged said ASSIGNMENT to be the free act and deed of said corporation.

[Signature]  
Notary Public

My Commission Expires



**EXHIBIT A TO ASSIGNMENT OF TRADEMARKS**

**REGISTERED U.S. TRADEMARKS**

<u>Mark</u>	<u>Registration Number</u>	<u>Issue Date</u>
1. Native	2,235,338	March 23, 1999
2. Sacrifice Nothing	2,274,445	August 31, 1999
3. Anti-Ocular Intrusion System	2,306,527	January 4, 2000
4. Gator-Lok	2,306,534	January 4, 2000
5. Low Ryder	2,386,291	September 12, 2000
6. Native Logo	2,333,713	March 21, 2000
7. Nano	2,312,357	January 25, 2000
8. Prismatic Crystal Carbonate	2,349,476	May 16, 2000
9. Rhino-Tuff	2,312,428	January 25, 2000
10. Ryde	2,304,674	December 28, 1999
11. Athelon	2,321,670	February 22, 2000
12. Guru	2,420,144	January 9, 2001
13. A.S.A.P.	2,644,252	October 29, 2002
14. P.C.C.	2,620,510	September 17, 2002
15. All Sports All Polarized	2,596,341	July 16, 2002
16. Polarized Crystal Carbonate	2,523,736	December 25, 2001
17. Dash	2,670,119	December 31, 2002
18. F-2	2,460,371	June 12, 2001
19. Streak	2,500,722	October 23, 2001
20. Algebraic Reduction	2,613,938	September 3, 2002

**PENDING U.S. TRADEMARKS**

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
1. Silencer	76/059,610	June 2, 2000
2. Ripp	76/295,359	August 6, 2001
3. Elevator	76/282,795	June 28, 2001
4. Hexx	76/428,883	July 2, 2002

## CANADA PENDING TRADEMARKS

<u>Trademark</u>	<u>Curr. App. No.</u>	<u>Cur. App. Dt.</u>
1. Dash	1,106,410	June 13, 2001
2. Design (Native Logo)	1,110,322	July 23, 2001
3. Elevator	1,106,413	June 13, 2001
4. Native	1,110,324	July 23, 2001

## EUROPEAN PENDING TRADEMARKS

<u>Trademark</u>	<u>Curr. App. No.</u>	<u>Cur. App. Dt.</u>
1. Design (Native Logo)	002570927	February 8, 2002
2. Native	002570836	February 8, 2002