

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322856

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Spy Optic, Inc.		05/02/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Charles Merchandise, Inc.		
<b>Street Address:</b>	490 Windy Point Road		
<b>City:</b>	Glendale Heights		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60139		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3617665	APOLLO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6307930792		
<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>	6307930790		
<b>Email:</b>	mh@hamillaw.com		
<b>Correspondent Name:</b>	Mark A, Hamill		
<b>Address Line 1:</b>	788 Willis Street		
<b>Address Line 4:</b>	Glen Ellyn, ILLINOIS 60137		
<b>ATTORNEY DOCKET NUMBER:</b>	CMI-101		
<b>NAME OF SUBMITTER:</b>	Mark A. Hamill		
<b>SIGNATURE:</b>	/MarkAHamill/		
<b>DATE SIGNED:</b>	11/11/2014		
<b>Total Attachments: 2</b>			
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OP \$40.00 3617665

## **TRADEMARK ASSIGNMENT**

THIS AGREEMENT, made and entered into on its effective date of May 2, 2014, by and between SPY OPTIC, INC. of 2070 Las Palmas Drive Carlsbad, California 92011 (hereinafter, "Assignor") and CHARLES MERCHANDISE, INC., an Illinois Corporation, located and doing business at 490 Windy Point Road, Glendale Heights, Illinois 60139 (hereinafter, "CMI").

Witnesseth:

WHEREAS, Assignor is the owner of United States Trademark Registration No. 3617665 directed to the APOLLO mark for snow goggles and goodwill Assignor has accrued through its advertising, promotion and use of the APOLLO mark in connection with snow goggles;

WHEREAS, Assignor and CMI (sometimes collectively referred to herein as "the Parties") wish to transfer all right, title and interest Assignor has in the APOLLO mark, the '665 Registration, and all of Assignor's goodwill associated with the APOLLO mark to CMI and have agreed upon the following terms.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the Parties herein contained, the Parties have agreed, and do hereby mutually covenant, stipulate and agree as follows:

1. Assignment of Trademark Rights. For and in consideration of the payment of two thousand three hundred dollars (\$2,300) and other good and valuable consideration, Assignor hereby assigns, sells, conveys and transfers to CMI all right, title and interest, in and to the APOLLO mark, United States Trademark Registration No. 3617665 (hereinafter, the '665 Registration) directed thereto, and any goodwill Assignor has accrued in connection with its advertising, promotion, and use of the APOLLO mark in connection with snow goggles, together with all claims for damages by reason of infringement, with the right to sue for and collect the same for its own use and for the use of its successors and assigns.

2. Payment. Assignor shall deliver its properly executed counterpart of this Agreement to CMI by no later than April 29, 2014. Upon CMI's receipt of Assignor's executed counterpart, CMI will cause its counsel to issue a check for \$2300 payable to Spy Optic, Inc., which shall be delivered to Assignor's address set forth above on or before to the May 2, 2014 effective date of this Agreement. This Agreement may be executed in counterparts, each of which, or any combination of which when signed and delivered by the Parties, shall be deemed an original, but all of which when taken together shall constitute one agreement. The executed counterparts of this Agreement may be transmitted between the Parties via the emailing of scanned images of the original executed counterparts.

3. Cooperation in Future Trademark Proceedings. Assignor further agrees to take whatever reasonable steps and do whatever reasonable acts CMI requests, at CMI's expense, to aid in CMI securing worldwide trademark registration for any mark including the term APOLLO, to aid in defending any challenge to CMI's ownership of the APOLLO mark or '665 Registration, and to aid in enforcing CMI's rights in the APOLLO mark against others.

4. Warranty Of Title. Assignor warrants that it is the owner of all right, title and interest in its APOLLO mark and '665 Registration and that the '665 Registration is valid and in good standing. Assignor also warrants that no share, interest, or rights in its APOLLO mark or the '665 Registration have been previously assigned, transferred or licensed to any other party. Assignor further warrants that the APOLLO mark and the '665 Registration are free from any liens, security interests or other legal encumbrance.

5. No Other Agreements. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and all understandings and agreements of the Parties are superseded and merged into the terms of this Agreement. No amendment or modification shall be valid or binding upon the Parties unless made in writing and executed by the Parties hereto under the same formalities as this Agreement

6. Choice of Law, Jurisdiction And Venue. The laws of the State of Illinois and the Federal laws of United States of America shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Parties hereto. The Parties agree that any legal action relating to this Agreement shall be brought in a court of competent jurisdiction located in DuPage County, Illinois or in the United States District Court for the Northern District of Illinois, Eastern Division. Assignor agrees and consents to the jurisdiction of such courts in any litigation related to this Agreement or any of its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

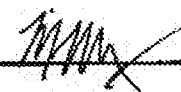
For "CMI"

For "Assignor"

CHARLES MERCHANDISE, INC.

SPY OPTIC, INC.

By:  4/25/2014  
Charles E. Mascari  
President  
Charles Merchandise, Inc.

By:   
President  
Spy Optic, Inc.