

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sundog Distributing Inc.		06/29/2017	Corporation:
RECEIVING PARTY DATA			
Name:	1978451 Ontario Inc.		
Street Address:	802 Cochrane Drive, Unit #1		
City:	Markham, Ontario		
State/Country:	CANADA		
Postal Code:	L3R 8C9		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1898712	PEEKES	
CORRESPONDENCE DATA			
Fax Number:	3146121301		
<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>			
Phone:	314-444-7600		
Email:	ipdept@lewisrice.com		
Correspondent Name:	Frank B. Janoski		
Address Line 1:	Lewis Rice LLC, 600 Washinton Ave		
Address Line 2:	Ste. 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Elizabeth Holtmann		
SIGNATURE:	/ech/		
DATE SIGNED:	08/11/2017		
Total Attachments: 5			
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OP \$40.00 1898712

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

WHEREAS, **SUNDOG DISTRIBUTING INC.** having the postal address of **83 Skyline Cres Ne, Calgary, Alberta, T2K 5X2, Canada** (the "Assignor"), is the owner of: (i) PEEKS branded eyewear products and displays, merchandisers, point of purchase materials, and stickers; (ii) proprietary software for managing sales, inventory, customer maintenance, accounts receivable and other functions relating to the PEEKS branded eyewear products; (iii) EYEWEAR TEAM branded eyewear products and displays, merchandisers, point of purchase materials, and stickers; (iv) EYEWEAR PINK branded eyewear products and displays, merchandisers, point of purchase materials, and stickers; (collectively the foregoing are the "**Products**"), license rights relating to the Products (the "**Licenses**"); and all intellectual property rights relating to the Products, including but not limited to rights of patent, copyright, integrated circuit topography, industrial design, trademark, trade secret and all other intellectual property rights therein, whether registered or unregistered, and including the registered trademarks set out in Schedule "A" of this Agreement (the "**Intellectual Property**");

AND WHEREAS **1978451 ONTARIO INC.** having the postal address **802 Cochrane Drive, Unit # 1, Markham, Ontario, L3R 8C9, Canada** (the "Assignee") wishes to receive, and the Assignor wishes to give, an assignment of all of the Assignor's rights in the Products and the Intellectual Property to the Assignee, and further assign the Licenses to the Assignee, in accordance with this Agreement;

NOW THEREFORE, in consideration of good and valuable consideration, as set out in the Agreement between the Assignor and the Assignment made as of December 1, 2011, between Assignor and 2177420 Ontario Inc., a predecessor of Assignee, and other consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Assignor has sold, assigned and transferred, and does hereby sell, assign and transfer unto the Assignee, the Assignor's full and entire rights, title and interest in and to the Products and Intellectual Property in any and all jurisdictions worldwide, and its entire rights, title and interest in and to any and all letters patent or other registrations which may be granted therefor, and including all divisional, continuations, continuations-in-part, re-issuances, renewals, and all other registrations and applications for the Intellectual Property, as well as all extensions and supplementary disclosures thereto, and, in jurisdictions where available, the right to claim damages for past infringement upon the Intellectual Property, together with the Assignor's rights to claim the benefit of all rights provided by the International Convention for the Protection of Industrial Property based on the Intellectual Property. The Assignor further assigns to the Assignee all rights to file and register any intellectual property rights in the Products and Intellectual Property, and to sell, license and assign the Products and the Intellectual Property, at the Assignee's sole discretion.

The Assignor acknowledges that it has waived and hereby waives its moral rights in the Intellectual Property, and that it has obtained waivers of moral rights in the Intellectual Property from all of its employees and all other authors of the Intellectual Property.

The Assignor further acknowledges that it has and does assign the Licenses to the Assignee, and that it has undertaken all commercially reasonable and necessary steps and activities to achieve such assignments of the Licenses to the Assignee.

The Assignor agrees to, without additional remuneration, execute any additional documents that the Assignee may consider necessary or desirable from time to time in order to obtain, maintain, vest in or assign title to the Products and Intellectual Property, including any

patents, copyright, integrated circuit topography, industrial designs, trademark registrations or other rights for the Intellectual Property; or in order to apply for, prosecute, obtain, maintain or protect any such patents, copyright, integrated circuit topography, industrial design, trade mark registrations or other rights in the Products and Intellectual Property in any and all jurisdictions worldwide. The Assignor hereby appoints the Assignee as its agent and grants the Assignee a power of attorney for the limited purpose of executing all such documents, insofar as permitted by relevant laws.

The Assignor acknowledges that it has had and has the right, power and authority to make and enter into this Agreement, to perform its obligations under this Agreement, and to grant the rights set out in this Agreement to the Assignee.

The Assignor further represents and warrants that:

- a. all rights, title and interest in and to the Products and Intellectual Property it owns, are owned free from any third party interests therein;
- b. it has not transferred any right, title, or interest in and to the Products or Intellectual Property to any other person other than to the Assignee in accordance with this Agreement;
- c. to the best of its knowledge the Products and Intellectual Property do not infringe any intellectual property right or other proprietary rights of any third party;
- d. to the best of its knowledge no Person has infringed, misappropriated, diluted or otherwise violated, or is currently infringing, misappropriating, diluting or otherwise violating the Intellectual Property;
- e. there are no Actions (including any oppositions, interferences or re-examinations) settled, pending, or threatened: (i) alleging any infringement, misappropriation, dilution or violation of the Intellectual Property; or (ii) challenging the validity, enforceability, registrability or ownership of the Intellectual Property or any rights of the Assignor therein; and
- f. it is not subject to any outstanding, or to the best of its knowledge prospective, governmental order (including any motion or petition therefor) that does or would restrict or impair the use of the Intellectual Property.

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

This Agreement will be governed solely by the laws of the Province of Ontario, Canada.

Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an employee, agent, partner, fiduciary, joint venturer, co-owner, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. No relationship of employer/employee shall result from the execution of this Agreement or from the performance of any of the obligations hereunder.

This Intellectual Property Assignment Agreement is executed by the parties on the 29th
day of June, 2017.

IN WITNESS HEREOF: the parties have executed this Assignment:

SUNDOG DISTRIBUTING INC.

Per: _____

Name: _____

Title: _____

ROD HOOBSTRATEN
PRESIDENT

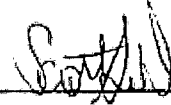
I have the authority to bind the corporation.

Witness

Name: _____

Address: _____

Scott Smith



1978451 ONTARIO INC.

Per: _____

Name: _____

Title: _____

I have the authority to bind the corporation.

Witness

Name: _____

Address: _____

This Intellectual Property Assignment Agreement is executed by the parties on the 29th
day of June, 2017.

IN WITNESS WHEREOF: the parties have executed this Assignment:

SUNDOG DISTRIBUTING INC.

Witness

Per: _____
Name: _____
Title: _____

Name: _____
Address: _____

I have the authority to bind the corporation.

1978451 ONTARIO INC.

Witness

Per: _____
Name: _____
Title: _____

Name: _____
Address: _____

I have the authority to bind the corporation.

SCHEDULE "A"

REGISTERED INTELLECTUAL PROPERTY

Registered Trademark

Country	Mark	Registration No.	Registration Date	Goods/Services
CANADA	PEEKS	TMA344721	September 9, 1988	(1) Sunglasses. (2) Watches. (3) T-shirts, baseball caps, hats and pens
U.S.	PEEKS	1898712	June 13, 1995	Sunglasses