

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474479

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MILNER DISTRIBUTION ALLIANCE, INC.		03/19/2018	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	NAVAJO MANUFACTURING COMPANY		
Street Address:	5330 Fox Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80216		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	87611834	LUXOR SUNGLASSES	
Serial Number:	86613045	V-TOUCH FRAME	
Registration Number:	5197157	RR	
Registration Number:	4924382	ROUGH RIDER	
Registration Number:	4805240	GOLD VISION	
Registration Number:	4837653	MAXX RAVEN	
Registration Number:	4787028	MAXX DYNASTY	
Registration Number:	4796330	MAXX SHIELD	
Registration Number:	4787027	STEALTH	
Registration Number:	4787026	MAXX GT	
Registration Number:	4787025	WIZARD	
Registration Number:	4229588	STITCH SWAG	
Registration Number:	4083851	MAXX	
Registration Number:	4012496	IT'S ALL ABOUT THE LENS!	
Registration Number:	3879074	MAXX OTG	
Registration Number:	3460625	MAXX RIDER COLLECTION	
Registration Number:	3460624	MAXX GOLF COLLECTION	
Registration Number:	3460622	MAXX CLIP-ON COLLECTION	
Registration Number:	3581007	MAXX HD	
TRADEMARK			

OP \$490.00 87611834

CORRESPONDENCE DATA**Fax Number:** 202.822.11*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.***Phone:** 202.822.1100**Email:** tjeffery@whda.com**Correspondent Name:** Simor L. Moskowitz**Address Line 1:** 1250 Connecticut Ave., NW, Ste. 850**Address Line 2:** Westerman, Hattori, Daniels & Adrian**Address Line 4:** Washington, D.C. 20036

NAME OF SUBMITTER:	Simor L. Moskowitz
SIGNATURE:	/Simor L. Moskowitz/
DATE SIGNED:	05/17/2018

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of March 19, 2018, is made by MILNER DISTRIBUTION ALLIANCE, INC. ("**Seller**"), a Colorado corporation, located at 738 Synthes Ave., Monument, CO 80132, in favor of NAVAJO MANUFACTURING COMPANY ("**Buyer**"), a Colorado corporation, located at 5330 Fox St., Denver, CO 80216, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer, on the one hand, and Seller, on the other, dated as of February 19 and 26, 2018 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, and all unregistered trademarks and common law trademarks, including but not limited to the trademarks listed on Schedule 1 (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding

entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

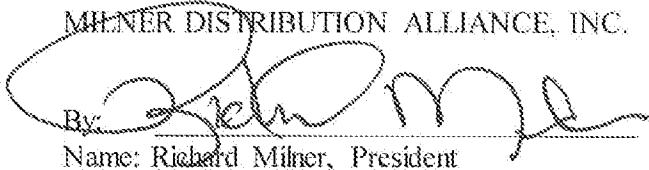
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

MILNER DISTRIBUTION ALLIANCE, INC.

By: 

Name: Richard Milner, President

Address for Notices:

15260 Wildwind Terrace

Colorado Springs, CO 80908

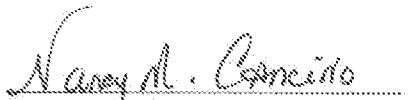
STATE OF COLORADO

)
)SS.
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CITY AND COUNTY OF
~~DENVER~~ *Adams County*

On the 19 day of March, 2018, before me personally appeared Richard Milner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Milner Distribution Alliance, Inc., the Colorado corporation, and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.

NANCY M. CANCINO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064005102
MY COMMISSION EXPIRES FEBRUARY 11, 2022


Notary Public
Printed Name: *Nancy M. Cancino*

My Commission Expires: *February 11, 2022*

AGREED TO AND ACCEPTED:

NAVAJO MANUFACTURING COMPANY

By: [Signature]
Mark Deuschle, President

Address for Notices:
5330 Fox St.
Denver, CO 80216

STATE OF COLORADO)
)SS.
CITY AND COUNTY OF)
~~DENVER Adams County~~

On the 19 day of March, 2018, before me personally appeared Mark Deuschle personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Navajo Manufacturing Company described, and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.

NANCY M. GANCINO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064005102
MY COMMISSION EXPIRES FEBRUARY 11, 2022

[Signature]
Notary Public
Printed Name: Nancy M. Gancino

My Commission Expires: February 11, 2022

SCHEDULE 1 - ASSIGNED TRADEMARKS

United States Federal Trademark Registrations

Mark	Registration Number	Registration Date
RR	5197157	5/2/2017
ROUGH RIDER	4924382	3/22/2016
GOLD VISION	4805240	9/1/2015
MAXX RAVEN	4837653	10/20/2015
MAXX DYNASTY	4787028	8/4/2015
MAXX SHIELD	4796330	8/18/2015
STEALTH	4787027	8/4/2015
MAXX GT	4787026	8/4/2015
WIZARD	4787025	8/4/2015
STITCH SWAG	4229588	10/23/2012
MAXX	4083851	1/10/2012
ITS ALL ABOUT THE LENS!	4012496	8/16/2011
MAXX OTG	3879074	11/23/2010
MAXX RIDER COLLECTION	3460625	7/8/2008
MAXX GOLF COLLECTION	3460624	7/8/2008
MAXX CLIP-ON COLLECTION	3460622	7/8/2008
MAXX HD	3581007	2/24/2009

United States Federal Trademark Applications

Mark	ITU Status	Application Number	Serial	Filing Date
LUXOR SUNGLASSES	IB	87611834		9/18/2017
V TOUCH FRAME	IB	86613045		4/28/2015

Unregistered and Common Law Trademarks

Rough Rider RR logo

Live Life 2 The Maxx

Maxx Ray

M-Line M Logo

All used in connection with sunglasses and related goods