

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483067

<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>
My First Shades, Inc.		06/01/2017	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	My First Shades, Inc.		
<b>Street Address:</b>	60 Thoreau Street		
<b>City:</b>	Concord		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01742		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87012669	UNBREAKABLE	
<b>Serial Number:</b>	87012693	UNBREAKABLE SUNGLASSES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5167392189		
<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>	5167391500		
<b>Email:</b>	weissandweiss@aol.com		
<b>Correspondent Name:</b>	Philip M Weiss		
<b>Address Line 1:</b>	410 JERICHO TURNPIKE SUITE 105		
<b>Address Line 4:</b>	Jericho, NEW YORK 11753		
<b>NAME OF SUBMITTER:</b>	Philip Weiss		
<b>SIGNATURE:</b>	/philipweiss/		
<b>DATE SIGNED:</b>	07/23/2018		
<b>Total Attachments: 4</b>			
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## ASSET TRANSFER AND ASSIGNMENT AGREEMENT

**WHEREAS, MY FIRST SHADES, INC.** ("MFSNY"), a New York corporation with an address of 60 Thoreau Street, Concord, MA 017421 desires to transfer and assign all of its assets, including all of its Intellectual Property to **MY FIRST SHADES, INC.** ("MFSMA") a Massachusetts corporation with an address of 60 Thoreau Street, Concord MA 01742, the Intellectual Property in Attachments A and B;

**WHEREAS,** MFSNY is the owner of the trademark and trademark registrations identified and set forth on Attachment "A" attached hereto (collectively, the "Marks");

**WHEREAS,** MFSNY is the owner of the patents identified and set forth on Attachment "B" attached hereto (collectively, the "Patents");

**WHEREAS,** MFSMA is desirous of acquiring any and all rights that MFSNY may have in and to the Marks and any applications or registrations therefor, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks along with the right to recover damages and profits for past present and future infringements thereof.

**WHEREAS,** MFSMA is desirous of acquiring any and all rights that MFSNY may have in and to the Patents and any applications or registrations therefor, along with the right to recover damages and profits for past, present and future infringement thereof.

**NOW, THEREFORE, IN CONSIDERATION** of the foregoing, and of the mutual promises, covenants, agreements, representations and warranties contained herein, the parties, intending to be legally bound hereby, agree as follows:

### **TERMS AND CONDITIONS:**

#### 1. Ownership:

**WHEREAS** MFSNY is the owner of certain Intellectual Property shown in Attachments A and B.

#### 2. Assignment

MFSNY does hereby assign, sell, transfer, and convey unto MFSMA and MFSMA hereby accepts all of MFSNY's rights, title and interest in and to the Marks and any applications or registrations therefor, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks ("Goodwill"), including, but not limited to, the use of the Marks in any manner; and MFSNY does hereby further assign, sell, transfer and convey unto MFSMA any and all claims for past and present infringement and any and all causes of action of MFSNY with respect to or arising out of the Marks, along with the right to recover damages and profits for past, present and future infringement thereof.

MFSNY assigns to MFSMA all of the Intellectual Property listed in Attachments A and B.

MFSNY agrees to execute acknowledge and deliver, or cause to be executed acknowledged and delivered at the request of MFSMA, all papers, instruments, and assignments, and to perform any other reasonable acts MFSMA may require in order to vest all MFSNY's rights, title and interest in and to the Marks in MFSMA.

MFSNY assigns all of its rights, interests and obligations in and to the Confidential Settlement Agreement of August 16<sup>th</sup> 2016 between MFS parties and Solarna Parties to MFSMA including all claims past, present and future, with regards to any violation of the Agreement by the Solarna Parties. MFSMA agrees to be bound by the terms of the Confidential Settlement Agreement.

MFSNY assigns and transfers all of its tangible and intangible assets to MFSMA.

David Scheinberg has the authority post-dissolution of MFSNY to sign any papers in furtherance of the Agreement on behalf of MFSNY.

**3. Amendment:**

No alteration or amendment of this Agreement, or waiver of any of its provisions shall be binding upon either party hereto unless the same be agreed to in a writing and where that writing is signed in ink by a duly authorized representative of the parties.

**4. Severability:**

Each provision of this Agreement is intended to be severable. If any term, covenant, condition, or other provision herein is unlawful, invalid or unenforceable for any reason whatsoever, and such illegality, invalidity or unenforceability does not affect the remaining parts of this Agreement, then all such remaining parts hereof shall be valid and enforceable and have full force and effect as though the invalid or unenforceable provisions had not been included. A waiver of any part of or performance under this Agreement shall not constitute a waiver of the whole.

**5. Integration:**

This Agreement supersedes any and all prior discussions and agreements between the parties in this Agreement to the extent set forth herein contains the sole, final and complete expression and understanding between the parties hereto with respect to the transactions contemplated hereby.

**6. Governing Law/Venue:**


This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of law provisions thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement:

MY FIRST SHADES, INC. NY

MY FIRST SHADES, INC. MA

Signature:



By: David Scheinberg

Its: President

Date: June 1, 2017

Signature:



By: David Scheinberg

Its: President

Date: June 1, 2017

ATTACHMENT A

MARK/TITLE	SERIAL/REG. NO.
MY FIRST SHADES	2,857,481
REAL KIDS	4,708,463
SAFE EYES EVERYDAY	3,456,185
MFS EYEWEAR	3,734,558
REAL KIDS SHADES	3,703,918
UVEEZ	4,577,888
REAL KIDS SHADES	4,561,699
REAL SHADES (DESIGN)	5,151,358
MFS	3,718,927
REAL SHADES	5,186,682
FUN SUN ESSENTIALS	5,005,434
REAL KIDS	5,127,108
RKS	4,993,566
UNBREAKABLE	87012669
UNBREAKABLE SUNGLASSES	87012693
UNBREAKABLE FRAMES	87012713