

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midwest Uncuts, Inc.		09/28/2018	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	Pech Optical Corp.		
Street Address:	13515 N. Stemmons Freeway		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75234		
Entity Type:	Corporation: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1681830	NATURALITE	
CORRESPONDENCE DATA			
Fax Number:	2149993623		
<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:	2149994702		
Email:	ipdocketing@foley.com		
Correspondent Name:	Kay Schwartz/ Foley & Lardner LLP		
Address Line 1:	2021 McKinney Avenue		
Address Line 2:	Suite 1600		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Kay Lyn Schwartz		
SIGNATURE:	/Kay Lyn Schwartz/		
DATE SIGNED:	10/12/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is effective as of September [28], 2018 and is between Midwest Uncuts, Inc., a corporation organized under the laws of Iowa with a principal place of business at 1812 North 7th Street, Indianola, Iowa 50125 (the "Assignor"), and Pech Optical Corp., a corporation organized under the laws of Iowa with a principal place of business at 13515 N. Stemmons Freeway, Dallas, TX 75234 (the "Assignee").

WHEREAS, the Assignor is the owner of the trademark set forth on Schedule A hereto, together with the goodwill of the business associated therewith (referred to as the "Mark");

WHEREAS, in connection with the transactions contemplated under that certain Asset Purchase Agreement dated as of the date hereof by and among Assignor, Assignee, and certain other parties thereto (the "Purchase Agreement"), the Assignor has agreed to transfer all of its right, title and interest in and to the Mark to the Assignee including the goodwill of the business associated therewith; and

WHEREAS, the Assignor desires to assign all of its right, title and interest in and to the Mark to the Assignee and the Assignee desires to acquire the Mark, including the goodwill of the business associated therewith.

NOW, THEREFORE, in furtherance of the transactions contemplated by the Purchase Agreement and the related agreements and for good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged and agreed, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns all of the Assignor's right, title and interest, in and to the Mark, and all of the goodwill of the business associated with the Mark, together with that portion of Assignor's business to which the Mark pertains, and all registrations and pending applications for the Mark, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns, heirs or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Mark, record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts issue any and all trademark registrations resulting from applications for the Mark or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and the related agreements and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement or the related agreements.

4. The Assignor and the Assignee further agree to execute such additional documents from time to time after the date hereof at the request of the other party as may be reasonably necessary to carry out the purpose of this Trademark Assignment.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Iowa.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

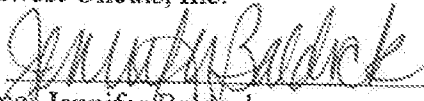
8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, assigns and heirs.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

Midwest Uncuts, Inc.

By: 
Name: Jennifer Baldock
Title: Vice President & Secretary

ASSIGNEE:

Pech Optical Corp.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

Midwest Uncuts, Inc.

By: _____

Name:

Title:

ASSIGNEE:

Pech Optical Corp.

By: Gerald Keelstra

Name: Gerald Keelstra

Title: President

Schedule A

Trademark

Trademark	Country	Appin. Date	Appin. No.	Reg. Date	Reg. No.
NATURALITE	United States	09/21/1990	74/099,007	04/07/1992	1,681,830