# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM584135

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Milner Sports LLC		03/16/2020	Limited Liability Company: COLORADO

## **RECEIVING PARTY DATA**

Name:	Battery Marketing Associates, Inc	
Doing Business As:		
Street Address:	1316 West Adams Street	
City:	Jacksonville	
State/Country:	FLORIDA	
Postal Code:	32204	
Entity Type:	Corporation: FLORIDA	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5543408	EPOCH EYEWEAR

## **CORRESPONDENCE DATA**

Fax Number: 9045434301

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: 9045434300

Email: esafer@jaxfirm.com **Correspondent Name:** Eliot J Safer, Esq.

Address Line 1: 4348 Southpoint Blvd Suite 101 Address Line 4: Jacksonville, FLORIDA 32216

NAME OF SUBMITTER:	Eliot J Safer
SIGNATURE:	/Eliot J Safer/
DATE SIGNED:	07/01/2020

**Total Attachments: 1** 

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**TRADEMARK** REEL: 006986 FRAME: 0523

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Purchase and Assignment Agreement (the "Agreement") is made as of March 2020, (the "Effective Date"), between Milner Sports, LLC, a Colorado limited liability company, (the "Assignor"), and Battery Marketing Associates, Inc., a Florida corporation, (the "Assignee").

The Assignor is the registered owner of a mark for "Epoch Eyewear" that is registered in the United States Patent and Trademark Office, Registration No. 5543408, dated August 11, 2016.

The Assignee wishes to acquire the Assignor's rights in the trademark listed in this Agreement.

The Assignee agrees to pay the Assignor \$30,000.00.

In exchange, the Assignor hereby conveys, transfers, and assigns to the Assignee all of the Assignor's right, title, and interest of whatever kind in the mark, together with:

- (1) the goodwill of the business relating to the products and services on which the marks are used and for which they are registered,
- (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the marks, and
- (3) all rights to sue for past, present and future infringement or misappropriations of the marks.

The Assignor further covenants that it will take all actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the mark and its related property.

In witness whereof, the Assignor has duly executed under seal and delivered this Assignment, as of the day and year first above written.

State of Colorado
County of <u>FI Paso</u>

Fint rotary name below signature

Notable Public, State and County Aforesaid

My Commission Expires:

Serial No., if any: NOTARY SEAL

KAYLA MAHDER
Notary Public
State of Colorado
Notary ID # 2017 A 0 29 2 45
My Commission Expires 07-12-2021

TRADEMARK REEL: 006986 FRAME: 0524

RECORDED: 07/01/2020