

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617566

<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>
Eagle Eyewear, Inc.		12/17/2020	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Europa Eye Wear Corp.		
<b>Street Address:</b>	255 CORPORATE WOODS PKWY		
<b>City:</b>	VERNON HILLS		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60061		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90232259	VICTORY OPTICAL	
<b>Serial Number:</b>	85688466	V	
<b>Serial Number:</b>	85669715	V CO	
<b>Serial Number:</b>	85669771	VICTORY	
<b>Serial Number:</b>	85669745	VICTORY COLLECTION	
<b>Serial Number:</b>	85669728	VICTORY OPTICAL COLLECTION	
<b>Serial Number:</b>	77935697	V CO VICTORY COLLECTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124228001		
<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>	3126671357		
<b>Email:</b>	TM@LLFLEGAL.COM		
<b>Correspondent Name:</b>	John L. Ambrogi		
<b>Address Line 1:</b>	55 WEST MONROE ST		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	John L. Ambrogi		
<b>SIGNATURE:</b>	/John L. Ambrogi/		
<b>DATE SIGNED:</b>	12/30/2020		

OP \$190.00 90232259

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement"), made and entered into this December 11, 2020 (the "Effective Date"), between Eagle Eyewear, Inc., a New Jersey corporation (the "Seller"), and Europa Eye Wear Corp., an Illinois corporation (the "Buyer").

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, dated as of even date herewith (as may be amended, modified or supplemented from time to time, the "Purchase Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement), pursuant to which, among other things, Seller has agreed to sell, transfer, assign and convey (or cause to be sold, transferred, assigned and conveyed) to Buyer, and Buyer has agreed to purchase and acquire from Seller, all of its right, title and interest in and to the Acquired Assets (the "Sale");

WHEREAS, pursuant to the Purchase Agreement, the execution and delivery of this Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement; and

WHEREAS, Seller is willing to assign all rights it may have in and to the intellectual property used by Seller on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Purchase Price and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, Seller and Buyer agree as follows:

### 1. Assignment.

(a) Effective as of the Effective Date, Seller hereby irrevocably sells, transfers, assigns, sets over and conveys to Buyer, its successors and assigns, free and clear of all Liens, all of Seller's right, title and interest, of every kind and nature, legal and equitable, in and to (in the United States and all foreign countries) all work and all intellectual property rights of Seller, including without limitation all inventions, improvements, original works of authorship, designs, drawings, patterns, stitching patterns, images, samples, proprietary information, designs, processes, manufacturing techniques, trade secrets, customer lists, supplier lists, ideas or copyrightable works and all patent, trade secret, copyright rights (including moral rights), domain names, trademark rights, trade dress rights and all goodwill associated therewith, any trademark, service mark or trade dress confusingly similar to any of the foregoing, and all other intellectual property and proprietary rights in any of the foregoing (collectively, the "Intellectual Property"). Seller further hereby sells, transfers, assigns, sets over and conveys to Buyer, its successors and assigns, all of Seller's right to file patent, copyright and trademark applications in the United States and throughout the world for the Intellectual Property in the name of Buyer, its successors and assigns. Seller further hereby sells, transfers, assigns, sets over and conveys to Buyer, and Buyer's successors and assigns, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world

for the Intellectual Property rights assigned herein. Seller hereby warrants title to the Intellectual Property to Buyer to the extent represented and warranted in the Purchase Agreement.

(b) All domain names included in the foregoing assignment are listed on Schedule 1 attached hereto. All registered trademarks, trade names and trademark applications included in the foregoing assignment are listed on Schedule 2 attached hereto. All registered patents, design patents, and patent application included in the foregoing assignment are listed on Schedule 3 attached hereto.

2. Recordation. 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 Assignment upon request by Buyer.

3. Covenant. Seller shall provide Buyer with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 1 of this Agreement, including, without limitation, upon request by Buyer to execute any further documents or instruments reasonably necessary to carry out the purposes or intent of this Agreement. Seller shall not assert any right, title or interest in or to any of the Intellectual Property or use any of the Intellectual Property.

4. Purchase Agreement Controls. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand, limit or otherwise affect in any way the terms or provisions of the Purchase Agreement or to constitute a waiver or release by Seller or Buyer of, or to otherwise affect, any liabilities, duties, limitations, acknowledgments or obligations imposed upon any of them by the terms of the Purchase Agreement, including, without limitation, the representations and warranties, limitations, acknowledgments and other provisions that the Purchase Agreement provides shall survive the date hereof. To the extent that any provision of this instrument conflicts or is inconsistent with the terms or provisions of the Purchase Agreement, the Purchase Agreement will govern and control and the superseded term or provision hereof shall be of no force or effect whatsoever.

5. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Seller and Buyer and their respective successors and assigns any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Agreement shall be binding upon, and for the sole and exclusive benefit of, Seller and Buyer and their respective successors and assigns.

6. Miscellaneous. This Agreement shall be governed by the laws of the State of Illinois (the "State"), without giving effect to any choice of law or conflict of law provision (whether of the State or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the laws of the State. This Agreement, together with the Purchase Agreement, represents the entire agreement between the parties with respect to the assignment of the Intellectual Property by Seller and may be modified or amended only by a writing signed by both parties that specifically mentions this Agreement. This Agreement may be executed in counterparts each of which when executed and delivered shall constitute an

original but both such counterparts together shall constitute one and the same instrument. Execution and delivery of this Agreement by facsimile or electronic exchange bearing copies of a party's signature shall constitute valid and binding execution and delivery by such party. Such facsimile or electronic copies shall constitute enforceable original documents.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

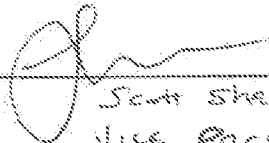
**BUYER:**

Europa Eye Wear Corp.

By:

Name:

Title:

  
\_\_\_\_\_  
Scott Shepard  
Vice President

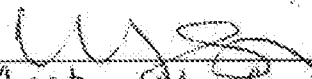
**SELLER:**

Eagle Eyewear, Inc.

By:

Name:

Title:

  
\_\_\_\_\_  
Cristina Marfisi  
President



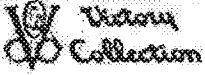
**SCHEDULE 1**  
**DOMAIN NAMES**

**www.VictoryOC.com**

[Schedule 2]

**TRADEMARK**  
**REEL: 007151 FRAME: 0561**

**SCHEDULE 2  
TRADEMARKS**

<b>MARK</b>	<b>COUNTRY</b>	<b>APP./REG. NUMBER</b>
VICTORY OPTICAL	US	90232259
	US	4295770
	US	4295487
VICTORY	US	4669424
VICTORY COLLECTION	US	4669424
VICTORY OPTICAL COLLECTION	US	4669423
	US	3939716

[Schedule 2]



**SCHEDULE 3**  
**PATENTS**

None.