

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM746405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eye Eco, Inc.		07/22/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	EyeEco Holdings, LLC		
Street Address:	5 Sentry Parkway		
City:	Blue Bell		
State/Country:	PENNSYLVANIA		
Postal Code:	19422		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4940501	D.E.R.M. DRY EYE RELIEF MASK	
Registration Number:	5470177	EYECLOUD	
Registration Number:	5283578	EYEECO	
Registration Number:	5077827	EYESEALS	
Registration Number:	6236918	ONYIX	
Registration Number:	6236919	QUARTZ	
Registration Number:	5570535	TRANQUILEYES	
Registration Number:	5950033	TRANQUILVIBES	
Serial Number:	88809938	EYEGIENIST	
Serial Number:	88811702	TEARVIBES	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	2149813300		
Email:	lggrau@sidley.com		
Correspondent Name:	Lauren G. Grau		
Address Line 1:	2021 McKinney Ave		
Address Line 4:	Dallas, TEXAS 75201		

CH \$265.00 4940501

ATTORNEY DOCKET NUMBER:	073461-10050
NAME OF SUBMITTER:	Lauren G. Grau
SIGNATURE:	/s/ Lauren G. Grau
DATE SIGNED:	08/05/2022
Total Attachments: 5 source=Eye Eco - Trademark Assignment Agreement (Executed)(Dated 7.22.22)#page1.tif source=Eye Eco - Trademark Assignment Agreement (Executed)(Dated 7.22.22)#page2.tif source=Eye Eco - Trademark Assignment Agreement (Executed)(Dated 7.22.22)#page3.tif source=Eye Eco - Trademark Assignment Agreement (Executed)(Dated 7.22.22)#page4.tif source=Eye Eco - Trademark Assignment Agreement (Executed)(Dated 7.22.22)#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of July 22, 2022, is made by Eye Eco, Inc. ("**Seller**"), a California corporation, located at 40880 County Center Drive, Suite E-F, Temecula, CA 92591, in favor of EyeEco Holdings, LLC ("**Buyer**"), a Delaware limited liability company, located at 5 Sentry Parkway, Blue Bell, PA 19422, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer, on the one hand, and Seller and Suzanne Davison, on the other, dated as of July 22, 2022 (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 I hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(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, upon Buyer's reasonable request, 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware 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.

EYE ECO, INC.

By: 

Name: Suzanne Davison

Title: Chief Executive Officer

Address for Notices: 40880 County Center
Drive, Suite E-F, Temecula, CA 92591

AGREED TO AND ACCEPTED:

EYE ECO HOLDINGS, LLC

By: _____

Name: Wade Richardson

Title: Chief Financial Officer

Address for Notices: 5 Sentry Parkway, Blue
Bell, PA 19422


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

EYE ECO, INC.

By: _____
Name: Suzanne Davison
Title: Chief Executive Officer
Address for Notices: 40880 County Center
Drive, Suite E-F, Temecula, CA 92591

AGREED TO AND ACCEPTED:

EYEECO HOLDINGS, LLC

By:  _____
Name: Wade Richardson
Title: Chief Financial Officer
Address for Notices: 5 Sentry Parkway, Blue
Bell, PA 19422

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Reg. No.	Registration Date
D.E.R.M. DRY EYE RELIEF MASK	USA	4940501	19-APR-2016
EYECLOUD	USA	5470177	15-MAY-2018
EYEECO	USA	5283578	12-SEP-2017
EYESEALS	USA	5077827	08-NOV-2016
ONYIX	USA	6236918	05-JAN-2021
QUARTZ	USA	6236919	05-JAN-2021
TRANQUILEYES	USA	5570535	25-SEP-2018
TRANQUILEYES	Japan	5020518	26-JAN-2007
TRANQUILVIBES	USA	5950033	31-DEC-2019

Trademark Applications

Mark	Jurisdiction	App No.	Filing Date
EYEGIENIST	USA	88809938	25-FEB-2020
TEARVIBES	USA	88811702	26-FEB-2020