

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Search Optics Management Corporation		11/15/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Search Optics, LLC		
Street Address:	531 Vester St		
City:	Ferndale		
State/Country:	MICHIGAN		
Postal Code:	48220		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4549275	AUTOWHYBUY	
Registration Number:	3608828	SEARCH OPTICS	
Registration Number:	3749056	VIRTUAL SHOWROOM	
Registration Number:	3659294	YOU CAN'T CLOSE A CLICK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128376000		
Email:	trademarks@hugheshubbard.com		
Correspondent Name:	Patrice P. Jean		
Address Line 1:	One Battery Park Plaza		
Address Line 2:	Hughes Hubbard & Reed LLP		
Address Line 4:	New York, NEW YORK 10004-1482		
ATTORNEY DOCKET NUMBER:	033184-00015		
NAME OF SUBMITTER:	Patrice P. Jean		
SIGNATURE:	/Patrice P. Jean/		
DATE SIGNED:	11/18/2022		
Total Attachments: 3			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into effective as of November 15, 2022 (the "Effective Date") by and between Search Optics Management Corporation, a California company ("Assignor"), and Search Optics, LLC, a Delaware limited liability company ("Assignee").


For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, conveys and transfers to Assignee, its successors and assigns, Assignor's entire worldwide right, title and interest in and to the trademarks listed in Exhibit A attached hereto and the goodwill of the business symbolized thereby, together with all registrations that have been or may be granted thereon, all applications for registrations thereof, all common law rights thereto, and all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and the right to sue in Assignee's own name and recover for any past, present or future infringement or other violation of the subject trademarks and all income, royalties and damages hereafter due or payable with respect to the subject trademarks (collectively, the "Marks"), said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.
2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.
3. Further Assurances. Assignor agrees to promptly execute any and all documents reasonably requested by Assignee, its successors and assigns, and to do all other lawful acts reasonably necessary to carry out the intent of this Assignment, as well as provide such other material, information or assistance as is reasonably necessary to carry out the intent of this Assignment, all at Assignee's expense. The cost of recording and registering ownership rights in the Mark shall be borne solely by Assignee, its successors and assigns.
4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in

privity therewith. The governing law of this Assignment shall be that of the State of California, without regard to its conflicts of law principles.

Executed by the parties on the date(s) shown below.

SEARCH OPTICS
MANAGEMENT CORPORATION

By: 
David Ponn (Nov 15, 2022 12:58 PST)

Name: David Ponn

Title: CEO

Date: November 14, 2022

SEARCH OPTICS, LLC

By: *Joe Walker*
Joe Walker (Nov 12, 2022 10:50 EST)

Name: Joe Walker

Title: Chief Executive Officer

Date: November 14, 2022

EXHIBIT A
MARKS

Mark	Jurisdiction	Reg. No.
AUTOWHYBUY	U.S.	4549275
SEARCH OPTICS	U.S.	3608828
VIRTUAL SHOWROOM & Design ☐ VIRTUAL SHOWROOM	U.S.	3749056
YOU CAN'T CLOSE A CLICK	U.S.	3659294
AUTOWHYBUY	Canada	TMA989811