

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AO EYEWEAR, INC.		06/07/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Europa Eye Wear Corp.		
Street Address:	255 Corporate Woods Parkway		
City:	Vernon Hills		
State/Country:	ILLINOIS		
Postal Code:	60061		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2078477	ORIGINAL PILOT SUNGLASS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	3124228000		
Email:	TM@LLFLEGAL.COM		
Correspondent Name:	John L. Ambrogi		
Address Line 1:	55 W Monroe St		
Address Line 2:	Ste 1100		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	John L. Ambrogi		
SIGNATURE:	/John L. Ambrogi/		
DATE SIGNED:	03/16/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “**Agreement**”), effective as of June 7, 2019 (the “**Effective Date**”), is by and between AO Eyewear, Inc., a Delaware 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 Purchased 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, and subject to the limitations (including, without limitation, the limitations on recourse for breach and on survival) set forth, 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 Commonwealth of Massachusetts (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: Jerome J. Wolowicz

Title: President

SELLER:

AO Eyewear, Inc.

By: _____

Name: Alan J. McKinley

Title: President

[Signature Page to IP Assignment]

TRADEMARK
REEL: 008006 FRAME: 0012

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By: _____

Name: Jerome J. Wolowicz

Title: President

SELLER:

AO Eyewear, Inc.

By: _____

Name: Alan J. McKinley

Title: President

[Signature Page to IP Assignment]

SCHEDULE 2
TRADEMARKS

MARK	COUNTRY	APP./REG. NUMBER
Original Pilot Sunglass	US	2078477

[Schedule 2]