# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM782676 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** NUNC PRO TUNC ASSIGNMENT **NATURE OF CONVEYANCE: EFFECTIVE DATE:** 12/30/2021

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sunbelt U.S.A., Inc.		09/12/2022	Corporation: CALIFORNIA

## **RECEIVING PARTY DATA**

Name:	Roy W. Burchett	
Street Address:	ss: P.O. Box 760	
City:	La Verne	
State/Country:	ntry: CALIFORNIA	
Postal Code:	<b>Code:</b> 91750	
Entity Type:	pe: INDIVIDUAL: UNITED STATES	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3620335	OPTICAL ARMOR

## CORRESPONDENCE DATA

Fax Number: 6267956321

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: 6267964000

Email: echoe@leechtishman.com

LEECH TISHMAN FUSCALDO & LAMPL, INC. **Correspondent Name:** 

Address Line 1: 200 South Los Robles Avenue

Address Line 2: Suite 300

Address Line 4: Pasadena, CALIFORNIA 91101

ATTORNEY DOCKET NUMBER:	0294-54226.79
NAME OF SUBMITTER:	Douglas H. Morseburg
SIGNATURE:	/Douglas Morseburg/
DATE SIGNED:	01/26/2023

**Total Attachments: 2** 

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### NUNC PRO TUNC INTELLECTUAL PROPERTY ASSIGNMENT

This Nunc Pro Tunc Intellectual Property Assignment ("Assignment") is made by and between Sunbelt U.S.A., Inc., a dissolved California corporation, formerly having a principal place of business at 1941 Yeager Avenue, La Verne, California 91750 ("Assignor"), on the one hand, and Roy W. Burchett, an individual having a mailing address at P.O. Box 760, La Verne, CA 91750 ("Assignee"), on the other, with reference to the following facts and it is effective as of December 30, 2021.

WHEREAS, Assignor is the owner of various intellectual property rights referred to herein as the "IP Assets," which include copyrights, trademarks, service marks, trade dresses, industrial designs, trade names, business names, domain names, inventions, know-how, trade secret, taglines, derivative works, registrations, applications, renewals, extensions and all copies and tangible embodiments of the foregoing assets which assignor used in connection with its business of marketing, sale and distribution of protective eyewear, including sunglasses and sports goggles and related accessories, and the goodwill of the Assignor's business pertaining to the IP Assets;

WHEREAS, on or about November 9, 2021, Assignor elected to wind up and dissolve and to distribute all of its assets, including the IP Assets;

WHEREAS, at the time it elected to dissolve, Assignor had agreed to transfer to Assignee all rights Assignor possessed in and to the IP Assets and Assignee had agreed to accept those rights:

WHEREAS, on or about December 30, 2021, Assignor dissolved and, due to an oversight, failed to execute a written assignment memorializing the transfer of the IP Assets to Assignee; and

WHEREAS, Assignor and Assignee now desire to memorialize the transfer to Assignee of all rights Assignor has in and to the IP Assets, including all rights in and to the OPTICAL ARMOR trademark, which is the subject of U.S. trademark registration no. 3,620,335 and the goodwill of Assignor's business associated with that mark and registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, *nunc pro tunc*, Assignor's entire right, title and interest in all IP Assets, including the OPTICAL ARMOR trademark, which is the subject of U.S. trademark registration no. 3,620,335 and the goodwill of Assignor's business associated with that mark and registration, and all other copyrights, trademarks, service marks, trade dresses, industrial designs, trade names, business names, domain names, inventions, know-how, trade secret, taglines, derivative works, registrations,

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applications, renewals, extensions and all copies and tangible embodiments of the foregoing assets, the goodwill of Assignor's business pertaining to those other IP assets, and any rights related to the IP Assets, including rights to prepare derivative works based upon copyrighted works, rights to renewals and extensions to the IP Assets throughout the world, including the United States and elsewhere, database rights, rights in confidential information, rights of publicity, or any similar or equivalent rights in any part of the world, the right to sue for prior infringements or misappropriation, and to collect damages therefor, and all moral rights. This assignment is effective as of December 30, 2021.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Nunc Pro Tunc Intellectual Property Assignment on the date first set forth below.

SUNBELT U.S.A., INC., as ASSIGNOR

By: M. Burchett, CEO and Sole Director

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