

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

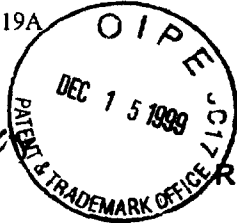
01-05-2000

U.S. Department of Commerce
Patent and Trademark Office
PATENT



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12/15/99



RECORDATION FORM COVER SHEET PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID# _____

Correction of PTO Error
Reel # _____ Frame # _____

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Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other _____

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name (line 1) J.W. Envisions, Inc. Execution Date 12/10/99

Name (line 2) _____

Second Party

Name (line 1) _____ Execution Date
Month Day Year

Name (line 2) _____

Receiving Party

Mark if additional names of receiving parties attached

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 1) Native Eyewear, Inc.

Name (line 2) _____

Address (line 1) 2381 Philmont Avenue

Address (line 2) Suite 110

Address (line 3) Huntingdon Valley Pennsylvania 19006
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Gregory J. Gore, Esquire

Address (line 1) 70 West Oakland Avenue

Address (line 2) Suite 316

Address (line 3) Doylestown, PA 18901

Address (line 4) _____

12/29/1999 DNGUYEN 00000291 29103408

FOR OFFICE USE ONLY

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40.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 010461 FRAME: 0363

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s) Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)	Patent Number(s)
<input type="text" value="29/103,408"/>	<input type="text" value="Des 407,427"/> <input type="text" value="5,963,296"/>
<input type="text" value="29/103,423"/>	<input type="text" value="Des 408,839"/>
<input type="text" value="29/107,903"/>	<input type="text" value="Des 409,224"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number PCT PCT

only if a U.S. Application Number has not been assigned. PCT PCT PCT

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

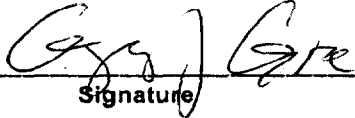
Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Gregory J. Gore Reg. No. 30,057 

Name of Person Signing Signature Date

PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This Patent and Trademark Assignment Agreement is made and entered into as of this 10 day of December, 1999 between J.W. Envisions, Inc., a New Jersey Corporation, with principal offices at 2381 Philmont Avenue, Suite 110, Huntingdon Valley, Pennsylvania 19006, and Native Eyewear, Inc., a Pennsylvania Corporation, with principal offices at 2381 Philmont Avenue, Suite 110, Huntingdon Valley, Pennsylvania 19006.

BACKGROUND

The background to this Assignment Agreement is that the parties hereto have entered into a Merger Plan dated as of November 5, 1999 under which J.W. Envisions, Inc. has agreed to transfer to Native Eyewear, Inc. all of its ownership right, title and interest in certain Intellectual Property. In accordance with Paragraph 6 of said Merger Plan, this Agreement transfers the patent and trademark properties described in Exhibits A and B to this Agreement and their underlying goodwill, belonging to J.W. Envisions, Inc.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants made herein and in said Merger Plan between the parties and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

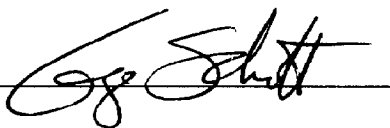
- (A) J.W. Envisions, Inc. hereby assigns, transfers and conveys to Native Eyewear, Inc. all right, title and interest in and to the United States trademark properties described in Exhibit A and to the United States patent properties described in Exhibit B and to the underlying goodwill and business value of these properties represent.

- (B) Native Eyewear, Inc. hereby assumes all liabilities and obligations, and acknowledges existing encumbrances, if applicable, existing or arising in connection with the assignment described in Paragraph (A) hereof, except as otherwise agreed in writing by the parties.
- (C) Without limiting the foregoing provisions, J.W. Envisions, Inc. agrees to take whatever further action is deemed necessary or appropriate by Native Eyewear, Inc. to properly and completely effect the transfer to Native Eyewear, Inc. of the patents and trademarks described in Exhibits A and B and to establish full custody and ownership of such patents and trademarks by Native Eyewear, Inc.
- (D) This Agreement shall be governed by the internal laws of the State of Pennsylvania, without reference to its conflict of law principles.

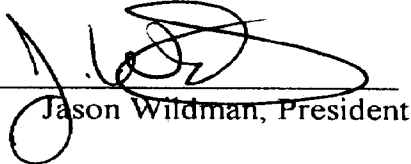
IN WITNESS WHEREOF the parties hereto, through their respective authorized officers, have executed this Patent and Trademark Assignment Agreement as of this 10 day of December, 1999 and affixed their respective corporate seals hereto.

[SEAL]

Attest:

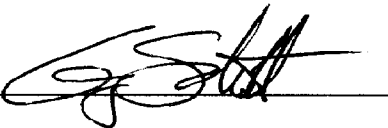
By: 

J.W. Envisions, Inc.

By: 
Jason Wildman, President

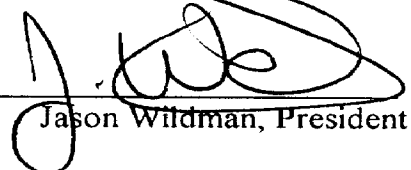
[SEAL]

Attest:

By: 

[SEAL]

Native Eyewear, Inc.

By: 
Jason Wildman, President

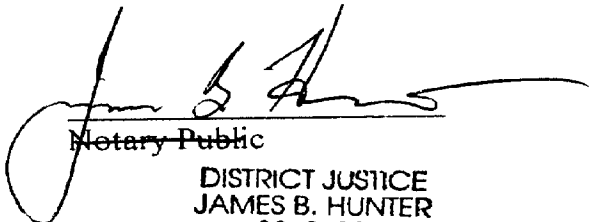
STATE OF PENNSYLVANIA:

SS

COUNTY OF *Montgomery*

On the *10th* day of *SEPTEMBER* 1999 personally appeared before me, a Notary Public for the County and State aforesaid, Jason Wildman, who acknowledged himself to be the President of J.W. Envisions, Inc., a New Jersey Corporation, and that he, as such officer being authorized to do so, executed the foregoing Patent and Trademark Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself as such.

Witness my hand and seal the day and year aforesaid



Notary Public

DISTRICT JUSTICE
JAMES B. HUNTER
38-2-08
2351 HUNTINGDON PIKE
HUNTINGDON VALLEY, PA 19006
My commission expires: 1-3-00

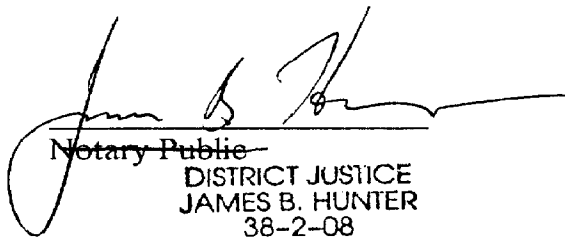
STATE OF PENNSYLVANIA:

SS

COUNTY OF *MONROE*

On the *10th* day of *DECEMBER* 1999 personally appeared before me, a Notary Public for the County and State aforesaid, Jason Wildman, who acknowledged himself to be the President of Native Eyewear, Inc., a Pennsylvania Corporation, and that he, as such officer being authorized to do so, executed the foregoing Patent and Trademark Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself as such.

Witness my hand and seal the day and year aforesaid


~~Notary Public~~

DISTRICT JUSTICE
JAMES B. HUNTER
38-2-08
2351 HUNTINGDON PIKE
HUNTINGDON VALLEY, PA 19006

My commission expires: *1-3-00*

EXHIBIT A

REGISTERED U.S. TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Issue Date</u>
"Native	2,235,338	March 23, 1999
"Sacrifice Nothing"	2,274,445	August 31, 1999

PENDING U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
"Anti-Ocular Intrusion System"	January 29, 1998	75/425956
"Athelon"	March 21, 1999	75/659904
"Cushinol"	August 27, 1999	75/786588
"F-2"	August 26, 1999	75/784316
"Gator-Lok"	February 4, 1998	75/428796
"Low-Ryder"	August 24, 1998	75/540843
"Miscellaneous Design"	February 4, 1998	75/428770
"Nano"	November 17, 1997	75/391707
"Prismatic Crystal Carbonate"	August 17, 1998	75/537922
"Rhyno-Tuff"	January 29, 1998	75/425678
"Ryde"	November 17, 1997	75/391464
"Streak"	January 19, 1999	75/622127

EXHIBIT B

ISSUED U.S. PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
"Eyewear"	Des. 407,427	March 30, 1999
"Eyewear"	Des. 408,839	April 27, 1999
"Eyewear"	Des. 409,224	May 4, 1999
"Detachable Cam-Biased Eyeglass Temples"	5,963,296	October 5, 1999

PENDING U.S. PATENT APPLICATIONS

<u>Title</u>	<u>Filing Date</u>	<u>Serial Number</u>
"Athelon"	April 14, 1999	29/103,408
"Pro-Athelon"	April 14, 1999	29/103,423
"Low-Ryder"	July 15 1999	29/107,903