505317660 02/07/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5364441

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
ROBERT ALLEN CANALES	09/08/2018
KURT ROBERT SPENCER	09/11/2018
TOBIN ROHRBACH	09/11/2018
JAMES DONALD OMAN	09/04/2018
DAVID S GINTHER	09/01/2018
JOHN BRANDON CURRIE	09/04/2018
STEVEN OLDHAM	09/04/2018
ERIC BAPTISTE SUBURU	09/11/2018
MARK NIIRO	09/11/2018
JONATHAN MCCANN	09/05/2018
MARK C STEVENS	09/04/2018
JAMES ALAN LAREAU	09/04/2018

# **RECEIVING PARTY DATA**

Name:	ROKA SPORTS, INC
Street Address:	2214-A WEST BRAKER LANE
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78758

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29640311

# **CORRESPONDENCE DATA**

Fax Number:

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:** 5126576843

Email:clearpat@outlook.comCorrespondent Name:BRIAN BURKINSHAWAddress Line 1:1014 PECAN CREEK DR.Address Line 4:PFLUGERVILLE, TEXAS 78660

505317660 REEL: 048284 FRAME: 0783

PATENT

ATTORNEY DOCKET NUMBER: 46560-714.9973	
NAME OF SUBMITTER:	BRIAN D. BURKINSHAW
SIGNATURE:	/Brian D. Burkinshaw/
DATE SIGNED:	02/07/2019

**Total Attachments: 36** 

source=46560-714.9973 Executed Assignment-All Inventors#page1.tif source=46560-714.9973 Executed Assignment-All Inventors#page2.tif source=46560-714.9973 Executed Assignment-All Inventors#page3.tif source=46560-714.9973\_Executed\_Assignment-All\_Inventors#page4.tif source=46560-714.9973\_Executed\_Assignment-All\_Inventors#page5.tif source=46560-714.9973 Executed Assignment-All Inventors#page6.tif source=46560-714.9973 Executed Assignment-All Inventors#page7.tif source=46560-714.9973\_Executed\_Assignment-All\_Inventors#page8.tif source=46560-714.9973 Executed Assignment-All Inventors#page9.tif source=46560-714.9973 Executed Assignment-All Inventors#page10.tif source=46560-714.9973 Executed Assignment-All Inventors#page11.tif source=46560-714.9973\_Executed\_Assignment-All\_Inventors#page12.tif source=46560-714.9973 Executed Assignment-All Inventors#page13.tif source=46560-714.9973 Executed Assignment-All Inventors#page14.tif source=46560-714.9973 Executed Assignment-All Inventors#page15.tif source=46560-714.9973\_Executed\_Assignment-All\_Inventors#page16.tif source=46560-714.9973 Executed Assignment-All Inventors#page17.tif source=46560-714.9973 Executed Assignment-All Inventors#page18.tif source=46560-714.9973 Executed Assignment-All Inventors#page19.tif source=46560-714.9973 Executed Assignment-All Inventors#page20.tif source=46560-714.9973 Executed Assignment-All Inventors#page21.tif source=46560-714.9973 Executed Assignment-All Inventors#page22.tif source=46560-714.9973 Executed Assignment-All Inventors#page23.tif source=46560-714.9973 Executed Assignment-All Inventors#page24.tif source=46560-714.9973\_Executed\_Assignment-All\_Inventors#page25.tif source=46560-714.9973 Executed Assignment-All Inventors#page26.tif source=46560-714.9973 Executed Assignment-All Inventors#page27.tif source=46560-714.9973 Executed Assignment-All Inventors#page28.tif source=46560-714.9973\_Executed\_Assignment-All\_Inventors#page29.tif source=46560-714.9973 Executed Assignment-All Inventors#page30.tif source=46560-714.9973 Executed Assignment-All Inventors#page31.tif source=46560-714.9973 Executed Assignment-All Inventors#page32.tif source=46560-714.9973\_Executed\_Assignment-All\_Inventors#page33.tif source=46560-714.9973 Executed Assignment-All Inventors#page34.tif source=46560-714.9973 Executed Assignment-All Inventors#page35.tif source=46560-714.9973 Executed Assignment-All Inventors#page36.tif

	PATENT ASSIGNMENT		Do	ocket Number 46560-714,9973
N	/HEREAS, the undersigned:			
1.	Robert Allen CANALES Austin, TX 78758	<ol> <li>Kurt Robert SPENSER Burbank, CA 91505</li> </ol>	Tobin ROHRBACH     Trabuco Canyon, CA 92	4. James Donald OMAN 679 Austin, TX 78758
5.	David S. GINTHER Ladera Ranch, CA 92694	6. John Brandon CURRIE Orange, CA 92869	7. Steven OLDHAM Corona, CA 92881	8. Eric Baptiste SUBURU Tustin, CA 92780
9.	Mark NIIRO Austin, TX 78758	10. Jonathan McCANN Mansfield, TX 76063	11. Mark STEPHENS Austin, TX 78758	12. James Alan LARAEU Ladera Ranch, CA 92694

#### SPORT EYEGLASSES

🔯 for which application serial number 29/640,311 was filed on March 13, 2018 in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, <u>ROKA SPORTS, INC.</u> a corporation of the State of <u>Delaware</u>, having a place of business at <u>2214-A West Braker Lane, Austin, Texas 78758 USA</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

	PATENT ASSIGNMENT	Docket Number 46560-714.9973
IN WITNESS V below: 9/8/2018  Date:  Witnessed by (name and city): Signature: Date:		strument to said Assignee as of the dates written
Date:  Witnessed by (name and city): Signature: Date:		
Date:	Tobin ROHRBACH	
Date:  Witnessed by (name and city): Signature: Date:		
Date: Witnessed by (name and city): Signature: Date:	David S. GINTHER	
Date: Witnessed by (name and city): Signature: Date:	John Brandon CURRIE	
Date:  Witnessed by (name and city): Signature: Date:	Steven OLDHAM	

	PATENT ASSIGNMENT		Docket Number 46560-714,9973
Date: Witnessed by (name and city): Signature: Date:			
Date: Witnessed by (name and city): Signature: Date:			
Date: Witnessed by (name and city): Signature: Date:		<b></b> -	
Date: Witnessed by (name and city): Signature: Date:			
Date: Witnessed by (name and city): Signature: Date:			
RECEIVED AND AGREED TO B 9/8/2018 Date:	Y ASSIGNEE, <b>ROKA SPORTS, INC.</b> :  By:  Name:  Title:	DocuSigned by:  9F557447482C4B6.  Robert Allen CANALES  CEO	5

Page 3 of 3

PATENT ASSIGNMENT		Docket Number 46560-714.9973		
WHEREAS, the undersigned:				
Robert Allen CANALES     Austin, TX 78758	2. Kurt Robert SPENSER Burbank, CA 91505	3. Tobin ROHRBACH Trabuco Canyon, CA		
5. David S. GINTHER Ladera Ranch, CA 92694	6. John Brandon CURRIE Orange, CA 92869	7. Steven OLDHAM Corona, CA 92881	8. Eric Baptiste SUBURU Tustin, CA 92780	
9. Mark NIIRO Austin, TX 78758	10. Jonathan McCANN Mansfield, TX 76063	11. Mark STEPHENS Austin, TX 78758		

#### SPORT EYEGLASSES

🛛 for which application serial number 29/640,311 was filed on March 13, 2018 in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, <u>ROKA SPORTS, INC.</u> a corporation of the State of <u>Delaware</u>, having a place of business at <u>2214-A West Braker Lane</u>, <u>Austin, Texas 78758 USA</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

	PATENT ASSIGNMENT	Docket Number 46560-714.9973
below:	WHEREOF, said Inventor(s) have executed and delivered this in	strument to said Assignee as of the dates written
Date:	Robert Allen CANALES	
Witnessed by (name and city): Signature: Date:		
9/11/2018 Date:	Kurt Robert SPENSER 92EBB83F43D749A	
Witnessed by (name and city): Signature: Date:		
Date:	Tobin ROHRBACH	
Witnessed by (name and city): Signature: Date:		
Date:  Witnessed by (name and city): Signature: Date:		
Date:  Witnessed by (name and city): Signature: Date:		
Date:		
Date:		

Page 2 of 3

	PATENT ASSIGNMENT	Docket Number 46560-714.9973
Date:		
Date:  Witnessed by (name and city): Signature: Date:		
Date:  Witnessed by (name and city): Signature: Date:		
Date:	Mark STEPHENS	
Date:		
RECEIVED AND AGREED TO B	Y ASSIGNEE, <b>ROKA SPORTS, INC.</b> :	
Date:	By: Name: Title:	

PATENT ASSIGNMENT		Docket Number 46560-714.9973	
WHEREAS, the undersigned:			
Robert Allen CANALES     Austin, TX 78758	<ol><li>Kurt Robert SPENSER</li></ol>	3. Tobin ROHRBACH	4. James Donald OMAN
	Burbank, CA 91505	Trabuco Canyon, CA	92679 Austin, TX 78758
5. David S. GINTHER	6. John Brandon CURRIE	7. Steven OLDHAM	8. Eric Baptiste SUBURU
Ladera Ranch, CA 92694	Orange, CA 92869	Corona, CA 92881	Tustin, CA 92780
9. Mark NIIRO	10. Jonathan McCANN	11. Mark STEPHENS	12. James Alan LARAEU
Austin, TX 78758	Mansfield, TX 76063	Austin, TX 78758	Ladera Ranch, CA 92694

#### SPORT EYEGLASSES

🔯 for which application serial number 29/640,311 was filed on March 13, 2018 in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, ROKA SPORTS, INC. a corporation of the State of Delaware, having a place of business at 2214-A West Braker Lane, Austin, Texas 78758 USA, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

	PATENT ASSIGNMENT	Docket Number 46560-714.9973
below:	VHEREOF, said Inventor(s) have executed and delivered this in	strument to said Assignee as of the dates written
Date:	Robert Allen CANALES	
Witnessed by (name and city): Signature: Date:	_	
Date:	Kurt Robert SPENSER	
Witnessed by (name and city): Signature: Date:		
Date: 9/11/2018	Docusigned by:  Duin ROHRBACH TObin ROHRBACH B6F2E485EA8A47D	
Witnessed by (name and city): Signature: Date:		
Date: J Witnessed by (name and city): Signature: Date:		
Date: Witnessed by (name and city): Signature:	_	
Date:	_ 	
	John Brandon CURRIE	
Witnessed by (name and city): Signature: Date:		
	Steven OLDHAM	
Witnessed by (name and city): Signature: Date:		

	PATENT ASSIGNMENT	Docket Number 46560-714.9973
Date:		
Date: Witnessed by (name and city): Signature: Date:		
Date:  Witnessed by (name and city): Signature: Date:	_	
Date:		
Date:	_	
RECEIVED AND AGREED TO B	Y ASSIGNEE, <b>ROKA SPORTS, INC.</b> :	
Date:	By: Name: Title:	

## PATENT ASSIGNMENT

Docket Number 46560-714,9973

## WHEREAS, the undersigned:

- Robert Allen CANALES Austin, TX 78758
- 5. David S. GINTHER Cadera Kanch, CA 92694
- 9. Mark NIIRO Austin, TX 78758
- 2. Kurt Robert SPENSER Burbank, CA 91505
- 6. John Brandon CURRIE Orange, CA 92869
- 10. Jonathan McCANN Mansfield, TX 76063
- 3. Tobin ROHRBACH Trabuco Canyon, CA 92679
- 7. Steven OLDHAM Corona, CA 92881
- 11. Mark STEPHENS Austin, TX 78758
- James Donald OMAN Austin, TX 78758
- 8. Eric Baptiste SUBURU Tustin, CA 92780
- 12. James Alan LARAEU Ladera Ranch, CA 92694

(hereinafter "Inventor(s))," have invented certain new and useful improvements in

#### SPORT EYEGLASSES

[XX] for which application serial number 29/640,311 was filed on March 13, 2018 in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, ROKA SPORTS, INC. a corporation of the State of Delaware, having a place of business at 2214-A West Braker Lane, Austin, Texas 78758 USA, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said
Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, fitle and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- 2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

9879191\_1.doc

Page 1 of 3

	PATENT ASSIGNMENT		Docket Number 46560-714.9973
IN WITNESS	WHEREOF, said Inventor(s) have executed and o	lelivered this in	strument to said Assignee as of the dates written
below:	A CANADA CONTRACTOR AND A CANA		
Date:	Robert Allen CANALES		
Witnessed by (name and city)		Santa Secondo Caracidado de Caracidado de Caracidado de Caracidado de Caracidado de Caracidado de Caracidado d	
Signature: Date:			
7 pr 			
Date			
	Kurt Robert SPENSER		
Witnessed by (name and city). Signature:		ganga sagang sanang sang daga s	
Date:			
Date:	Tobin ROHRBACH		
Witnessed by (name and city)		destrongender stande. Sie	
Signature:			
Date: 9-4-18 /	hum Davald (Com		
ti a inimakan katawa kataw	James Donald OMAN		
Witnessed by (name and city) Signature:			
Date:			
Døte:			
	David S. GINTHER		
Witnessed by (name and city): Signature:			
Date:			
Date:			
	John Brandon CURRIE		
Witnessed by (name and city): Signature:			
Date;			
Delic:	Steven OLDHAM		
Witnessed by (name and city):			
Signature: Date:			
L. Well	* 열면 많다 생활을 다시 중심어		

Page 2 of 3

	PATENT ASSIGNMENT		Docket Number 46560-714.9973
Date:	Eric Baptiste SUBURU		
Witnessed by (name and city Signature	*		
Date:			
Date:	Mark NIIRO		
Witnessed by (name and city) Signature:			
Date:			
Date:	Jonathan McCANN		
Witnessed by (name and city). Signature:	<u>Li</u> n (17) - 14 Be - 17 ( ) - 18 ( ) - 17		
Date:			
Date:	Mark STEPHENS		
Witnessed by (name and city): Signature:			
Date:	# 10 1 - 1 12 12 13 13 13 13 14 15 15 15 15 15 15 15 15 15 15 15 15 15	4. P. P. B. W. W. B.	
<b>**</b>	James Alan LARAEU		
Witnessed by (name and city):			
Signature: Date:			
ECEIVED AND AGREED TO BY	ASSIGNEE, ROKA SPORTS, INC		
	By		
	Name;		
	Title		
	기상 하는 존재로 그렇게 되었다.		활명시겠다. 많은 이 등 이를 다른 말으로 보다 있다

PATENT ASSIGNMENT		Docket Numb	per 46560-714.9973	
WHEREAS, the undersigned:				
Robert Allen CANALES     Austin, TX 78758	<ol> <li>Kurt Robert SPENSER Burbank, CA 91505</li> </ol>	3. Tobin ROHRBACH Trabuco Canyon, CA		James Donald OMAN Austin, TX 78758
5. David S. GINTHER Ladera Ranch, CA 92694	6. John Brandon CURRIE Orange, CA 92869	7. Steven OLDHAM Corona, CA 92881	8.	Eric Baptiste SUBURU Tustin, CA 92780
9. Mark NIIRO Austin, TX 78758	10. Jonathan McCANN Mansfield, TX 76063	11. Mark STEPHENS Austin, TX 78758	12	. James Alan LARAEU Ladera Ranch, CA 92694

#### SPORT EYEGLASSES

🔯 for which application serial number 29/640,311 was filed on March 13, 2018 in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, <u>ROKA SPORTS</u>, <u>INC.</u> a corporation of the State of <u>Delaware</u>, having a place of business at <u>2214-A West Braker Lane</u>, <u>Austin, Texas 78758 USA</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

9879191\_1.doc

	PATENT ASSIGNMENT	Docket Number 46560-714.9973
below:	VHEREOF, said Inventor(s) have executed and delivered this in	strument to said Assignee as of the dates written
Date:	Robert Allen CANALES	
Witnessed by (name and city): Signature: Date:		
Date:	Kurt Robert SPENSER	
Witnessed by (name and city): Signature: Date:		
Date:	Tobin ROHRBACH	
Witnessed by (name and city): Signature: Date:		
Date:	_	
Date:9/1/2018 Witnessed by (name and city): Signature: Date:		
Date: Witnessed by (name and city): Signature: Date:		
Date:  Witnessed by (name and city): Signature: Date:		

	PATENT ASSIGNMENT	Docket Number 46560-714.9973
Date:	<u> </u>	
Date:  Witnessed by (name and city): Signature: Date:	<u> </u>	
Date: Witnessed by (name and city): Signature: Date:	_	
Date: Witnessed by (name and city): Signature: Date:		
Date:	James Alan LARAEU	
RECEIVED AND AGREED TO B	Y ASSIGNEE, <b>ROKA SPORTS, INC.</b> :	
Date:	By: Name: Title:	

Page 3 of 3 **PATENT** 

#### PATENT ASSIGNMENT

Docket Number 46560-714.9973

#### WHEREAS, the undersigned:

- 1. Robert Allen CANALES Austin, TX 78758
- 2. Kurt Robert SPENSER Burbank, CA 91505
- 3. Tobin ROHRBACH Trabuco Canyon, CA 92679
- 4. James Donald OMAN Austin, TX 78758

- 5. David S. GINTHER Ladera Ranch, CA 92694
- 6. John Brandon CURRIE Orange, CA 92869
- 7. Steven OLDHAM Corona, CA 92881
- 8. Eric Baptiste SUBURU Tustin, CA 92780

- 9. Mark NIIRO Austin, TX 78758
- 10. Jonathan McCANN Mansfield, TX 76063
- 11. Mark STEPHENS Austin, TX 78758
- 12. James Alan LARAEU Ladera Ranch, CA 92694

(hereinafter "Inventor(s))," have invented certain new and useful improvements in

#### SPORT EYEGLASSES

🔯 for which application serial number 29/640,311 was filed on March 13, 2018 in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, ROKA SPORTS, INC. a corporation of the State of <u>Delaware</u>, having a place of business at <u>2214-A West Braker Lane</u>, <u>Austin, Texas 78758 USA</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Page 1 of 3

	PATENT ASSIGNMENT	Docket Number 46560-714.9973
IN WITNESS V below:	VHEREOF, said Inventor(s) have executed and delivered this in	strument to said Assignee as of the dates written
Date:	Robert Allen CANALES	
Witnessed by (name and city): Signature: Date:		
Date:	Kurt Robert SPENSER	
Witnessed by (name and city): Signature: Date:		
Date:	Tobin ROHRBACH	
Witnessed by (name and city): Signature: Date:		
Date: Witnessed by (name and city): Signature: Date:		
Date: Witnessed by (name and city): Signature: Date:		
Date: <u>09/04/2018</u>	John Brandon CURRIE	
Witnessed by (name and city): Signature: Date:		
Date:	Steven OLDHAM	
Witnessed by (name and city): Signature: Date:		

	PATENT ASSIGNMENT	Docket Number 46560-714.9973
Date: Witnessed by (name and city): Signature: Date:		
Date: Witnessed by (name and city): Signature: Date:	Mark NIIRO	
Date:		
Date:	Mark STEPHENS	
Date:	James Alan LARAEU	
RECEIVED AND AGREED TO B	Y ASSIGNEE, <b>ROKA SPORTS, INC.</b> :  By: Name: Title:	

F	ATENT ASSIGNMENT	Do	cket Number 46560-714.9973
WHEREAS, the undersigned:			
Robert Allen CANALES     Austin, TX 78758	<ol><li>Kurt Robert SPENSER Burbank, CA 91505</li></ol>	Tobin ROHRBACH     Trabuco Canyon, CA 926	4. James Donald OMAN Austin, TX 78758
5. David S. GINTHER Ladera Ranch, CA 92694	6. John Brandon CURRIE Orange, CA 92869	7. Steven OLDHAM Corona, CA 92881	8. Eric Baptiste SUBURU Tustin, CA 92780
9. Mark NIIRO Austin, TX 78758	10. Jonathan McCANN Mansfield, TX 76063	11. Mark STEPHENS Austin, TX 78758	12. James Alan LARAEU Ladera Ranch, CA 92694

#### SPORT EYEGLASSES

To for which application serial number 29/640,311 was filed on March 13, 2018 in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, <u>ROKA SPORTS, INC.</u> a corporation of the State of <u>Delaware</u>, having a place of business at <u>2214-A West Braker Lane, Austin, Texas 78758 USA</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

9879191\_1.doc

	PATENT ASSIGNMENT	Docket Number 46560-714,9973
IN WITNESS W below:	VHEREOF, said Inventor(s) have executed and delivered this in	strument to said Assignee as of the dates written
Date:	Robert Allen CANALES	
Witnessed by (name and city): Signature: Date:		
Date:	Kurt Robert SPENSER	
Witnessed by (name and city): Signature: Date:		
Date:	Tobin ROHRBACH	
Witnessed by (name and city): Signature: Date:		
	James Donald OMAN	
Witnessed by (name and city): Signature: Date:		
Date:	David S. GINTHER	
Witnessed by (name and city): Signature: Date:		
Date:	John Brandon CURRIE	
Witnessed by (name and city): Signature: Date:		
Date: 9/4/2018	Steven ODHIM Steven ODABHASAGB44F	
Witnessed by (name and city): Signature: Date:		

Page 2 of 3

	PATENT ASSIGNMENT	Docket Number 46560-714.9973
Witnessed by (name and city): Signature: Date:		
	Mark NIIRO	
Date: Witnessed by (name and city): Signature: Date:		
Date: Witnessed by (name and city): Signature: Date:		
Date: Witnessed by (name and city): Signature: Date:		
RECEIVED AND AGREED TO B	Y ASSIGNEE, ROKA SPORTS, INC.:	
Date:	By: Name: Title:	

Docket Number 46560-714.9973

WHEREAS, the undersigned:

- 1. Robert Allen CANALES Austin, TX 78758
- 2. Kurt Robert SPENSER Burbank, CA 91505
- 3. Tobin ROHRBACH Trabuco Canyon, CA 92679
- 4. James Donald OMAN Austin, TX 78758

- 5. David S. GINTHER Ladera Ranch, CA 92694
- 6. John Brandon CURRIE Orange, CA 92869
- 7. Steven OLDHAM Corona, CA 92881
- 8. Eric Baptiste SUBURU Tustin, CA 92780

- 9. Mark NIIRO Austin, TX 78758
- 10. Jonathan McCANN Mansfield, TX 76063
- 11. Mark STEPHENS Austin, TX 78758
- 12. James Alan LARAEU Ladera Ranch, CA 92694

(hereinafter "Inventor(s))," have invented certain new and useful improvements in

#### SPORT EYEGLASSES

🔯 for which application serial number 29/640,311 was filed on March 13, 2018 in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, ROKA SPORTS, INC. a corporation of the State of <u>Delaware</u>, having a place of business at <u>2214-A West Braker Lane</u>, <u>Austin, Texas 78758 USA</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Page 1 of 3

PATENT

REEL: 048284 FRAME: 0806

	PATENT ASSIGNMENT	Docket Number 46560-714.9973
IN WITNESS V below:	WHEREOF, said Inventor(s) have executed and delivered this in	strument to said Assignee as of the dates written
Date:	Robert Allen CANALES	
Witnessed by (name and city): Signature: Date:		
Date:	Kurt Robert SPENSER	
Witnessed by (name and city): Signature: Date:		
Date:	Tobin ROHRBACH	
Witnessed by (name and city): Signature: Date:		
Date: Witnessed by (name and city):	James Donald OMAN	
Signature: Date:		
Date:	David S. GINTHER	
Witnessed by (name and city): Signature: Date:		
Date:	John Brandon CURRIE	
Witnessed by (name and city): Signature: Date:		
Date:	Steven OLDHAM	
Witnessed by (name and city): Signature: Date:		

Page 2 of 3

	PATENT ASSIGNMENT	Docket Number 46560-714.9973
0/11/2010		
Date:  Witnessed by (name and city): Signature: Date:	<u> </u>	
Date: Witnessed by (name and city): Signature: Date:	_	
Date:		
Date:	James Alan LARAEU	
RECEIVED AND AGREED TO B	Y ASSIGNEE, <b>ROKA SPORTS, INC.</b> :	
Date:	By: Name: Title:	

PATENT ASSIGNMENT	Docket Number 46560-714.9973
WHEREAS, the undersigned:	

- 1. Robert Allen CANALES Austin, TX 78758
- 2. Kurt Robert SPENSER Burbank, CA 91505
- 3. Tobin ROHRBACH Trabuco Canyon, CA 92679
- 4. James Donald OMAN Austin, TX 78758

- 5. David S. GINTHER Ladera Ranch, CA 92694
- 6. John Brandon CURRIE Orange, CA 92869
- 7. Steven OLDHAM Corona, CA 92881
- 8. Eric Baptiste SUBURU Tustin, CA 92780

- 9. Mark NIIRO Austin, TX 78758
- 10. Jonathan McCANN Mansfield, TX 76063
- 11. Mark STEPHENS Austin, TX 78758
- 12. James Alan LARAEU Ladera Ranch, CA 92694

#### SPORT EYEGLASSES

🔯 for which application serial number 29/640,311 was filed on March 13, 2018 in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, ROKA SPORTS, INC. a corporation of the State of <u>Delaware</u>, having a place of business at <u>2214-A West Braker Lane</u>, <u>Austin, Texas 78758 USA</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

	PATENT ASSIGNMENT	Docket Number 46560-714.9973
IN WITNESS V below:	VHEREOF, said Inventor(s) have executed and delivered this in	strument to said Assignee as of the dates written
Date:	Robert Allen CANALES	
Witnessed by (name and city): Signature: Date:	_	
Date:	Kurt Robert SPENSER	
Witnessed by (name and city): Signature: Date:		
Date:	Tobin ROHRBACH	
Witnessed by (name and city): Signature: Date:		
Witnessed by (name and city):	James Donald OMAN	
Signature: Date:		
Date:	David S. GINTHER	
Witnessed by (name and city): Signature: Date:		
Date:	John Brandon CURRIE	
Witnessed by (name and city): Signature: Date:		
Date:	Steven OLDHAM	
Witnessed by (name and city): Signature: Date:		

	PATENT ASSIGNMENT	Docket Number 46560-714.9973
Date:  Witnessed by (name and city): Signature: Date:	<u> </u>	
9/11/2018  Date:  Witnessed by (name and city): Signature:  Date:	_	
Date:		
Date:	Mark STEPHENS	
Date:		
RECEIVED AND AGREED TO B	Y ASSIGNEE, <b>ROKA SPORTS, INC.</b> :	
Date:	By: Name: Title:	

9 Mark NIIRO

Austin, TX 78758

PA	ATENT ASSIGNMENT	Docket	Number 46560-714.9973
WHEREAS, the undersigned:			
Robert Allen CANALES     Austin, TX 78758	2. Kurt Robert SPENSER	3. Tobin ROHRBACH	4. James Donald OMAN
	Burbank, CA 91505	Trabuco Canyon, CA 92679	Austin, TX 78758
5. David S. GINTHER	6. John Brandon CURRIE	7. Steven OLDHAM	Eric Baptiste SUBURU     Tustin, CA 92780
Ladera Ranch, CA 92694	Orange, CA 92869	Corona, CA 92881	

(hereinafter "Inventor(s))," have invented certain new and useful improvements in

10. Jonathan McCANN

Mansfield, TX 76063

#### SPORT EYEGLASSES

11. Mark STEPHENS

Austin, TX 78758

12. James Alan LARAEU

Ladera Ranch, CA 92694

for which application serial number 29/640,311 was filed on March 13, 2018 in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, <u>ROKA SPORTS</u>, <u>INC</u>. a corporation of the State of <u>Delaware</u>, having a place of business at <u>2214-A West Braker Lane</u>, <u>Austin</u>, <u>Texas 78758 USA</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

9879191\_1.doc

Page 1 of 3

	PATENT ASSIGNMENT	Docket Number 46560-714.9973
IN WITNESS V below:	VHEREOF, said Inventor(s) have executed and delivered this in	strument to said Assignee as of the dates written
Date:	Robert Allen CANALES	
Witnessed by (name and city): Signature: Date:	_	
Date:	Kurt Robert SPENSER	
Witnessed by (name and city): Signature: Date:		
Date:	Tobin ROHRBACH	
Witnessed by (name and city): Signature: Date:		
Witnessed by (name and city):	James Donald OMAN	
Signature: Date:		
Date:	David S. GINTHER	
Witnessed by (name and city): Signature: Date:		
Date:	John Brandon CURRIE	
Witnessed by (name and city): Signature: Date:		
Date:	Steven OLDHAM	
Witnessed by (name and city): Signature: Date:		

Page 2 of 3

	PATENT ASSIGNMENT	Docket Number 46560-714.9973
Date:  Witnessed by (name and city): Signature: Date:	_	
Witnessed by (name and city): Signature:		
9/5/2018 Date:	_	
Date:  Witnessed by (name and city): Signature: Date:	Mark STEPHENS	
Date:  Witnessed by (name and city): Signature: Date:		
RECEIVED AND AGREED TO B	Y ASSIGNEE, <b>ROKA SPORTS, INC.</b> :	
Date:	By: Name: Title:	

Page 3 of 3 **PATENT** 

P	PATENT ASSIGNMENT		Docket Number 46560-714.9973
WHEREAS, the undersigned:			
Robert Allen CANALES     Austin, TX 78758	<ol><li>Kurt Robert SPENSER</li></ol>	3. Tobin ROHRBACH	4. James Donald OMAN
	Burbank, CA 91505	Trabuco Canyon, CA	92679 Austin, TX 78758
5. David S. GINTHER	6. John Brandon CURRIE	7. Steven OLDHAM	8. Eric Baptiste SUBURU
Ladera Ranch, CA 92694	Orange, CA 92869	Corona, CA 92881	Tustin, CA 92780
9. Mark NIIRO	10. Jonathan McCANN	11. Mark STEPHENS	12. James Alan LARAEU
Austin, TX 78758	Mansfield, TX 76063	Austin, TX 78758	Ladera Ranch, CA 92694

#### SPORT EYEGLASSES

🔯 for which application serial number 29/640,311 was filed on March 13, 2018 in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, ROKA SPORTS, INC. a corporation of the State of <u>Delaware</u>, having a place of business at <u>2214-A West Braker Lane</u>, <u>Austin, Texas 78758 USA</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

	PATENT ASSIGNMENT	Docket Number 46560-714.9973
IN WITNESS V below:	WHEREOF, said Inventor(s) have executed and delivered this in	strument to said Assignee as of the dates written
Date:	Robert Allen CANALES	
Witnessed by (name and city): Signature: Date:		
Date:	Kurt Robert SPENSER	
Witnessed by (name and city): Signature: Date:		
Date:	Tobin ROHRBACH	
Witnessed by (name and city): Signature: Date:		
Date: Witnessed by (name and city):	James Donald OMAN	
Signature: Date:		
Date:	David S. GINTHER	
Witnessed by (name and city): Signature: Date:		
Date:	John Brandon CURRIE	
Witnessed by (name and city): Signature: Date:		
Date:	Steven OLDHAM	
Witnessed by (name and city): Signature: Date:		

Page 2 of 3

Page 3 of 3

#### PATENT ASSIGNMENT

Docket Number 46560-714.9973

## WHEREAS, the undersigned:

- I. Robert Allen CANALES Austin, TX 78758
- David S. GINTHER Ladora Ranch, CA 92694
- Mark NIIRO Austin, TX 78758

- Kurt Robert SPENSER Burbank, CA 91505
- 6. John Brandon CURRIE Orange, CA 92869
- Jonathan McCANN Mansfield, TX 76063
- 3. Tobin ROHRBACH Trabuco Canyon, CA 92679
- 7. Steven OLDHAM Corona, CA 92887
- 11. Mark STEPHENS Austin, TX 78758
- James Donald OMAN Austin, TX 78758
- 8. Eric Baptiste SUBURU Tustia, CA 92780
- 12. James Alauri, ARASSU- AAREAU Ladem Ranch, CA 92694

(heremafter "Inventor(s))," have invented certain new and useful improvements in

#### SPORT EYEGLASSES

Ya/4/20

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, ROKA SPORTS, INC. a corporation of the State of Delaware, having a place of business at 2214-A West Braker Lane, Austin, Texas 78758

USA, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and

🔀 for which application serial number 29/540.311 was filed on <u>March 13, 2016</u> in the United States Patent and Trademark Office:

ISA, (hereinafter "Assignee"), is desirous of acquiring the entire right, this and interest in and to said Application(s), and include a terest and the analysis of the inventions, hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREPORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said.

Assignee:

- Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest exent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of pertinents, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said inventor(s), their respective heirs, legal representatives and assigns.
- 4 Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, he issued in the name of the Assignce, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

9879191 1.doc

Page 1 of 3

PATENT ASSIGNMENT	Docket Number 46560-714.9973
IN WITNESS WHEREOF, said Inventor(s) have executed and deliv	ered this instrument to said Assignee as of the dates written
below:	
Robert Allen CANALES	
Witnessed by (name and city): Signature:	
Date:	
Dais:	
Kurt Robert SPENSER	
Witnessed by (name and city):	
Signature:	
Date: Tobin ROHRBACH	
Witnessed by (name and city):	
Signature:	
Date:	
James Donald OMAN	
Witnessed by (name and city):	보다 보다. 
Date:	
David S. GINTHER	
Witnessed by (name and city):	
Signature: Date:	
John Brandon CURRIE	
Witnessed by (name and city):	
Signature: Date:	
Date: Steven OLDHAM	
Witnessed by (name and city):	
Signatura: Date:	

			······				
PATENT ASSIGNMENT				Docket Number 46569-714.9973			
2003							
Data:	Eric Baptiste SUBURU						
Witnessed by (name and city): Signature:	entropino.						
Date							
Date:	MAX. 4(1)		anat term on over 12 pm			uar i	
- Control of the Cont	Mark NIIRO						
Witnessed by (name and city): Signature:	paramet.						
Date							
Date:							
	Jonsthan McCANN						
Witnessed by (name and city): Signature: Date:	201.02						
	······································						
Diser	Mark STEPHENS						
Witnessed by (name and city):	·						
Signature	· · · · · · · · · · · · · · · · · · ·						
Date 4/4/2018	June Ok	14/2018 LAREAU LA 9/4/2018					
Witnessed by (name and city) Signature		Je 9/4/2018					
Date:	u samera e escentro						
RECEIVED AND AGREED TO	BY ASSIGNEE, ROKA SI	ORTS, INC.:	-				
Date:	e e e e e e e e e e e e e e e e e e e	By					
		Name: Tule				° .	
· · · · · · · · · · · · · · · · · · ·							

Page 3 of 3