

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6478525

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DAVID KIND, INC.	10/02/2019
RECEIVING PARTY DATA		
Name:	ELECTRIC AVENUE SOFTWARE, INC.	
Street Address:	1629B ELECTRIC AVENUE	
City:	VENICE	
State/Country:	CALIFORNIA	
Postal Code:	90291	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Application Number:	14464088	
Application Number:	14801024	
PCT Number:	US2015045913	
Application Number:	15591754	
Application Number:	16252313	
Application Number:	62872042	
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	amanda.childs@pillsburylaw.com	
Correspondent Name:	PILLSBURY WINTHROP SHAW PITTMAN, LLP	
Address Line 1:	P.O. BOX 10500	
Address Line 4:	MCLEAN, VIRGINIA 22102	
ATTORNEY DOCKET NUMBER:	026716	
NAME OF SUBMITTER:	JOSHUA TUCKER	
SIGNATURE:	/Joshua Tucker/	
DATE SIGNED:	01/04/2021	
Total Attachments: 3		
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EXHIBIT I
IP ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), dated as of Oct 2, 2019, is made by David Kind, Inc., a Delaware corporation ("Assignor"), in favor of Electric Avenue Software, Inc., a Delaware corporation ("Company"), in connection with the transfer of certain assets of Assignor to the Company pursuant to that certain Restricted Stock Purchase Agreement of even date herewith (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Company, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Company, and Company hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations and, applications for registration and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

(g) Notwithstanding the foregoing, the Assignor and the Company will enter into a non-exclusive, royalty free license agreement whereby the Assignor may use the Assigned IP for its own use and will agree to not sub-license the Assigned IP to any third party.

2. License Back. The Company hereby agrees to enter into a non-exclusive, non-sublicensable, royalty-free license agreement with Assignor, pursuant to which Assignor may use the Assigned IP for its core business (i.e. for the manufacture and sale of eye-glasses, and not as business-to-business software or service offering). Such license shall be transferrable to an acquiror of Assignor.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Company. Following the date hereof, upon Company's reasonable request, and at Company's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Company and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Company, or any assignee or successor thereto.

4. Terms of the Restricted Stock Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Company with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.


5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

8. **IN WITNESS WHEREOF**, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

DAVID KIND, INC. ("ASSIGNOR")

By:  _____

Name: David Barton

Title: CEO

Schedule I

PATENTS

Case Ref	Application Date	Publication No.	Title	Case Status	Country	Property Type	Category Description	Publication Date	Publication No.	Registration Date	Registration No.
028718-0452813	8/20/2014	14464088	SYSTEM AND METHOD FOR PROVIDING CUSTOM-FITTED AND STYLED EYEWEAR BASED ON USER-PROVIDED IMAGES AND PREFERENCES	Registered	United States of America	Patent	Regular			7/21/2015	8988082
028718-0458487	7/18/2015	14961824	SYSTEM AND METHOD FOR PROVIDING CUSTOM-FITTED AND STYLED EYEWEAR BASED ON USER-PROVIDED IMAGES AND PREFERENCES	Registered	United States of America	Patent	Continuation	2/25/2016	US 2016-0054694	8/6/2017	8874825
028718-0440960	8/19/2015	PCT/US2015/045012	SYSTEM AND METHOD FOR PROVIDING CUSTOM-FITTED AND STYLED EYEWEAR BASED ON USER-PROVIDED IMAGES AND PREFERENCES	Pending	Patent Cooperation Treaty	Patent	National	2/25/2016	WO 2016/028901		
028718-0451365	8/19/2015	15838456.6	SYSTEM AND METHOD FOR PROVIDING CUSTOM-FITTED AND STYLED EYEWEAR BASED ON USER-PROVIDED IMAGES AND PREFERENCES	Pending	European Patent Office	Patent	PCT National Phase	5/28/2017	3102877		
028718-0451366	8/18/2015	2017-529885	SYSTEM AND METHOD FOR PROVIDING CUSTOM-FITTED AND STYLED EYEWEAR BASED ON USER-PROVIDED IMAGES AND PREFERENCES	Pending	Japan	Patent	PCT National Phase				
028718-0451367	8/19/2015	16-2017-7007415	SYSTEM AND METHOD FOR PROVIDING CUSTOM-FITTED AND STYLED EYEWEAR BASED ON USER-PROVIDED IMAGES AND PREFERENCES	Pending	Republic of Korea	Patent	PCT National Phase				
028718-0451368	8/19/2015	0858747	SYSTEM AND METHOD FOR PROVIDING CUSTOM-FITTED AND STYLED EYEWEAR BASED ON USER-PROVIDED IMAGES AND PREFERENCES	Pending	Canada	Patent	PCT National Phase				
028718-0452215	5/10/2017	15/591754	SYSTEM AND METHOD FOR PROVIDING CUSTOM-FITTED AND STYLED EYEWEAR BASED ON USER-PROVIDED IMAGES AND PREFERENCES	Registered	United States of America	Patent	Continuation	8/24/2017	US 2017-0342277	3/5/2019	10023835
028718-0501478			COMPUTER VISION TECHNIQUES TO MEASURE PUPIL DISTANCE FOR CONFIGURING EYEGLASSES	Not yet filed	United States of America	Patent	Provisional				
028718-0501534			SYSTEM AND METHOD FOR PROVIDING CUSTOM-FITTED AND STYLED EYEWEAR BASED ON USER-PROVIDED IMAGES AND PREFERENCES	Pending	United States of America	Patent	Continuation				
028718-0501535	1/18/2018	16/092312	SYSTEM AND METHOD FOR PROVIDING CUSTOM-FITTED AND STYLED EYEWEAR BASED ON USER-PROVIDED IMAGES AND PREFERENCES	Pending	United States of America	Patent	Continuation	5/23/2019	US 2019-0155960		
028718-0501581	7/13/2019	62/672942	SYSTEM AND METHOD FOR EYEWEAR SIZING	Pending	United States of America	Patent	Provisional				

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