

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM722017

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Emerging Vision, Inc.		04/13/2022	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	111721 Delaware Acquireco Inc		
<b>Street Address:</b>	4405 Chemin du Bois-Franc		
<b>City:</b>	Saint-Laurent, Quebec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H4S 1A8		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5146813	THE EYE GALLERY	
<b>Registration Number:</b>	5186326	THE EYE GALLERY	
<b>Registration Number:</b>	5186536	THE EYE GALLERY DISTINCTIVE EYEWEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	9175661003		
<b>Email:</b>	legal@tmthespot.com		
<b>Correspondent Name:</b>	Laurie Marshall		
<b>Address Line 1:</b>	210 West 101st Street, Suite 6F		
<b>Address Line 4:</b>	New York, NEW YORK 10025		
<b>NAME OF SUBMITTER:</b>	Laurie Marshall		
<b>SIGNATURE:</b>	/Laurie Marshall/		
<b>DATE SIGNED:</b>	04/18/2022		
<b>Total Attachments: 3</b>			
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OP \$90.00 5146813

# TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of this 13<sup>th</sup> April, 2022 (the "Assignment"), by and between Emerging Vision, Inc., a corporation of the state of New York, having a principal place of business at 100 Quentin Roosevelt Blvd, Suite 101, Garden City, New York, 11530, USA (hereinafter "Assignor"), and 111721 Delaware Acquireco Inc., a corporation of the state of Delaware, having a principal place of business at 4405 Chemin du Bois-Franc, Saint-Laurent, Quebec, H4S 1A8 Canada (hereinafter "Assignee")

WHEREAS, Assignor owns the trademark applications and registrations identified on the attached Schedule A; and

WHEREAS, pursuant to the Asset Purchase Agreement dated as of February \_\_\_, 2022 by and among Assignor and Assignee thereto (the "Asset Purchase Agreement"), Assignor agrees to sell, assign, convey and transfer to Assignee all right, title and interest in each such trademark applications and registrations listed on Schedule A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks").

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each party hereto agrees as follows:

1. **Assignment.** Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns the entire worldwide right, title and interest in and to the Marks, the ongoing and existing business of Assignor to which the Marks pertain, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Marks prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. **Authorization.** Assignor authorizes and requests the Commissioners of Patents and Trademarks and corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. **Further Assurances.** Assignor agrees that at any time and from time to time after the date hereof, at the reasonable request of Assignee and without further consideration, Assignor shall execute and deliver such other instruments and take such action as Assignee may reasonably request to transfer, convey and assign to Assignee, and to confirm Assignee's right, title and interest in and to the Marks and to assist Assignee in exercising all rights with respect thereto.

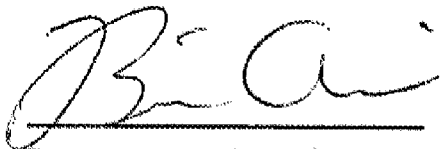
4. **No Conflicts.** Assignor hereby covenants and agrees that it has the full right to convey its entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

5. **Miscellaneous.** This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment on the aforesaid date.

Assignor:

Emerging Visions, Inc.

A handwritten signature in black ink, appearing to read "Brian Alessi", written over a horizontal line.

By: Brian Alessi

Its: CFO

**SCHEDULE A**

The Eye Gallery service mark, U.S. Registration No. 5,146,813

The Eye Gallery service mark, U.S. Registration No. 5,186,326

The Eye Gallery design\*\* trademark, U.S. Registration No. 5,186,536

