

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517702

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Spy Optic Inc.		03/27/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Siena Lending Group LLC		
<b>Street Address:</b>	9 W Broad Street		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 60</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1981513	SPY	
<b>Registration Number:</b>	2146655	SCOOP	
<b>Registration Number:</b>	2092022	PLUS SYSTEM	
<b>Registration Number:</b>	2157268		
<b>Registration Number:</b>	2137853		
<b>Registration Number:</b>	3700605	SPY	
<b>Registration Number:</b>	2984045	DRI-FORCE	
<b>Registration Number:</b>	3146490	ARC	
<b>Registration Number:</b>	4712671	SPY	
<b>Registration Number:</b>	3218701	SPYOPTIC	
<b>Registration Number:</b>	3489693	HIELO	
<b>Registration Number:</b>	3436802		
<b>Registration Number:</b>	3750166	SPY	
<b>Registration Number:</b>	4703926	SPY	
<b>Registration Number:</b>	4859917	SPY	
<b>Registration Number:</b>	3489694	LOGAN	
<b>Registration Number:</b>	3468936		
<b>Registration Number:</b>	3648121	SPYOPTIC	

OP \$1515.00 1981513

Property Type	Number	Word Mark
Registration Number:	4106810	PLATOON
Registration Number:	3981518	TRON
Registration Number:	4466789	WHIP
Registration Number:	4415212	DOOM
Registration Number:	4526135	SPECTRA
Registration Number:	4720479	GEO FORCE
Registration Number:	4318949	SPY CROSSTOWN COLLECTION
Registration Number:	4373999	SPY
Registration Number:	4538368	MCCOY
Serial Number:	85601686	SPY
Registration Number:	4463426	HAPPY LENS
Registration Number:	5114882	RISE VENTILATION
Registration Number:	4577135	RECOMPOSE
Registration Number:	4863809	SEE BETTER. FEEL BETTER.
Registration Number:	4863810	SEE HAPPY
Registration Number:	4863812	SEE BETTER. FEEL BETTER. PERFORM BETTER.
Registration Number:	4863813	HAPPINESS GUARANTEED
Registration Number:	5151548	SPY
Registration Number:	5266289	SPY
Registration Number:	5519787	SPY OPTIC
Registration Number:	4783152	HEAR HAPPY
Registration Number:	4805061	HAPPY BUDS
Registration Number:	4914603	SPY DISCORD
Registration Number:	4805292	SPY HELM
Registration Number:	4805293	SPY TOURING
Registration Number:	4805294	SPY FLYNN
Registration Number:	4805295	SPY BRAVO
Registration Number:	4914602	SPY OPTICS
Registration Number:	4805274	SPY GLASSES
Registration Number:	4805278	SPY GOGGLES
Registration Number:	4805279	SPY SKI GOGGLES
Registration Number:	4805280	SPY SNOW GOGGLES
Registration Number:	4805275	SPY LOGAN
Registration Number:	4805276	SPY HIELO
Registration Number:	4805277	SPY DOOM
Registration Number:	4919079	DISCORD
Registration Number:	4969919	HAPPY SUNGLASSES
Registration Number:	4969920	HAPPY GOGGLES

Property Type	Number	Word Mark
Registration Number:	5347127	
Serial Number:	87381494	SIC
Serial Number:	87381674	LOCK STEADY
Registration Number:	5662751	FOUNDATION

**CORRESPONDENCE DATA**

**Fax Number:** 2158325619  
*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:** 2155695619  
**Email:** pecsenye@blankrome.com  
**Correspondent Name:** Timothy D. Pecsénye  
**Address Line 1:** One Logan Square  
**Address Line 2:** 8th Floor  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	140690-01079
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	04/05/2019

**Total Attachments: 19**  
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 27<sup>th</sup> day of March 2019 by SPY OPTIC INC., a California corporation ("Grantor") in favor of SIENA LENDING GROUP LLC, as lender (together with its successors and assigns, the "Lender");

W I T N E S S E T H

WHEREAS, Grantor, as borrower, Spy Inc., a Delaware corporation, as a guarantor, and Lender are parties to a certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following:

(i) each trademark, patent and copyright of Grantor, whether now owned or existing or hereafter created, acquired or arising, including without limitation such trademark, patents and copyrights listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Patent or Copyright, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS

AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

5. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFOREMENTIONED COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[signature page follows]

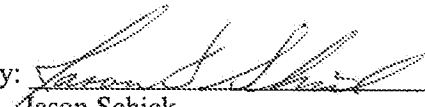
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


**SPY OPTIC INC.**

By: SR  
Name: STEPHEN ROSEMAN  
Title: CEO

Agreed and Accepted  
as of the date first written above:

**SIENA LENDING GROUP LLC,**  
as Lender

By:   
Jason Schick  
Authorized Signatory

By:   
Steven Sanicola  
Authorized Signatory

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

GRANTOR	MARK	STATUS	COUNTRY	SERIAL NO	FILE DATE	REG NO	REG DATE
SPY OPTIC INC.	SPY (WORDMARK)	REGISTERED	AUSTRALIA	628927	5/3/1994	628,927	6/19/1996
SPY OPTIC, INC.	SPY	REGISTERED	BRUNEI	24,575	1/14/1995	20,221	2/15/1995
SPY OPTIC INC.	SPY (WORDMARK)	REGISTERED	CANADA	762724	8/26/1994	TMA449,901	11/10/1995
SPY OPTIC, INC.	SPY	REGISTERED	COLOMBIA	95018533	5/4/1995	180008	9/27/1995
SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	COSTA RICA	95957	N/A	95,957	8/12/1996
SPY OPTIC INC.	SPY (WORDMARK)	REGISTERED	ECUADOR	I-5174-97	6/28/1996	I-5174-97	12/12/1997
SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	EGYPT	109013	8/9/1997	109013	2/18/2001
SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	FRANCE	94/520610	5/13/1994	94/520,610	5/13/1994
SPY OPTIC INC.	SPY (WORDMARK)	REGISTERED	UNITED KINGDOM	1,570,544	5/4/1994	1,570,544	5/4/1994
SPY OPTIC INC.	SPY (WORDMARK)	REGISTERED	HONG KONG	09894/95	8/10/1995	B04833/97	8/10/1995
SPY OPTIC, INC.	SPY	REGISTERED	INDIA	661685	4/6/1995	661685B	4/6/1995
SPY OPTIC, INC.	SPY	REGISTERED	INDONESIA	354036	1/18/1995	IDM000058103	12/13/2005
SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	IRELAND	95/0234	1/12/1995	165,975	1/12/1995
SPY OPTIC INC.	SPY (CLASS 9)	REGISTERED	ISRAEL	100,270	8/23/1995	100,270	1/5/1997
SPY OPTIC, INC.	SPY	REGISTERED	ITALY	RM94C002111	5/13/1994	688077	10/7/1996
SPY OPTIC INC.	SPY (WORDMARK)	REGISTERED	JAMAICA	3167	10/9/1996	30,117	10/9/1996

**TRADEMARK**

**REEL: 006611 FRAME: 0107**



SPY OPTIC INC.	SPY	REGISTERED	JAPAN	H01-063304	6/6/1989	2426154	6/30/1992
SPY OPTIC INC.	SPY (WORDMARK)	REGISTERED	JAPAN	H01-063304	6/6/1989	2426154	6/30/1992
SPY OPTIC INC.	SPY (WORDMARK)	REGISTERED	SOUTH KOREA	40943/94	10/14/1994	333,544	2/13/1996
SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	SAUDI ARABIA	37507	2/17/1997	141703613	7/26/1998
SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	MOROCCO	61,065	10/31/1996	61,065	10/31/1996
SPY OPTIC, INC.	SPY	REGISTERED	MEXICO	235733	6/27/1995	499401	7/27/1995
SPY OPTIC, INC.	SPY	REGISTERED	MALAYSIA	95/00506	1/16/1995	95000506	10/14/2005
SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	NORWAY	95.0228	1/13/1995	175,158	7/11/1996
SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	NEW ZEALAND	236,593	5/3/1994	236,593	11/26/1996
NO FEAR, INC.	SPY (WORDMARK)	REGISTERED	PANAMA	74272	2/3/1995	74272	2/3/1995
SPY OPTIC, INC.	SPY	REGISTERED	PERU	268732	5/16/1995	18377 (original registration no.) 11614 (new registration no. after renewal)	8/15/1995
SPY OPTIC INC.	SPY	REGISTERED	PHILIPPINES	4-2014-005273	5/2/2014	4-2014-005273	3/12/2015
SPY OPTIC INC.	SPY (WORDMARK)	REGISTERED	POLAND	Z-156992	3/1/1996	107,892	8/16/1999
SPY OPTIC INC.	SPY (WORDMARK)	REGISTERED	PARAGUAY	020798	10/12/1995	448335 (original registration no.) 291681 (new registration no. after renewal)	5/23/1996
SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	CHINA	95087073	7/10/1995	975,977	4/7/1997

TRADEMARK

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SCHEDULE - 1

SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	SOVIET UNION	96701208	2/1/1996	155,527	8/18/1997
SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	SOUTH AFRICA	9410414	9/26/1994	94/10414	3/12/1997
SPY OPTIC INC.	SPY (WORDMARK)	REGISTERED	SINGAPORE	T9500576Z	1/23/1995	T9500576Z	4/30/1999
SPY OPTIC INC.	SPY (WORDMARK)	REGISTERED	SWITZERLAND	6423/1994.5	9/22/1994	442,412	9/22/1994
SPY OPTIC INC.	SPY	REGISTERED	UNITED STATES	74/515,876	4/7/1994	1,981,513	6/18/1996
SPY OPTIC INC.	SPY	REGISTERED	TAIWAN	83064577	10/19/1994	690448	9/16/1995
SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	TURKEY	16698/96	4/3/1996	172,429	4/3/1996
SPY OPTIC, INC.	SPY	REGISTERED	THAILAND	288135	6/23/1995	TM42113	2/28/1996
SPY OPTIC INC.	SPY (WORDMARK)	REGISTERED	UNITED ARAB EMR	17207	7/13/1996	9321	8/3/1997
SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	URUGUAY	287217	5/27/1996	287217	11/12/2001
SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	VENEZUELA	14 980 94	11/10/1994	P-187525	2/9/1996
SPY OPTIC INC.	SPY (WORDMARK)	REGISTERED	AUSTRALIA	639083	8/26/1994	639,083	9/4/1996
SPY OPTIC INC.	SPY (WORDMARK)	REGISTERED	CANADA	764,472	9/22/1994	475,429	4/29/1997
SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	GERMANY	S 59652/25	8/27/1994	2,902,007	8/27/1994
SPY OPTIC INC.	SPY (WORDMARK)	REGISTERED	FRANCE	94534814	8/31/1994	94,534,814	8/31/1994
SPY OPTIC INC.	SPY (WORDMARK)	REGISTERED	UNITED KINGDOM	1583093	8/27/1994	1583093	3/29/1996
SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	INDONESIA	D00.2004.16278.16399	6/10/2004	IDM000061223	1/5/2006

TRADEMARK

REEL: 006611 FRAME: 0109

SCHEDULE - 1

SPY OPTIC, INC.	SPY	REGISTERED	ITALY	RM94C003981	9/8/1994	1097061 (original registration no.) 689662 (new registration no, after renewal)	10/14/1996
SPY OPTIC, INC.	SPY	REGISTERED	MEXICO	233162	5/30/1995	497654	7/19/1995
SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	MALAYSIA	95/09003	8/30/1995	95009003	8/30/2002
SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	NEW ZEALAND	240399	8/26/1994	240399	4/11/1997
SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	PANAMA	74271	2/3/1995	74271	2/3/1995
SPY OPTIC INC.	SCOOP	REGISTERED	UNITED STATES	75/026,751	12/1/1995	2,146,655	3/24/1998
SPY OPTIC INC.	PLUS SYSTEM	REGISTERED	UNITED STATES	75/026,754	12/1/1995	2,092,022	8/26/1997
SPY OPTIC INC.	MISC. DESIGN	REGISTERED	ARGENTINA	2,064,294	1/8/1997	2267071	3/30/1998
SPY OPTIC INC.	CROSS DESIGN	REGISTERED	AUSTRALIA	1173306	4/27/2007	1173306	12/12/2007
SPY OPTIC INC.	MISC. DESIGN	REGISTERED	EUROPEAN UNION (EUTM & RCD)	005805908	4/2/2007	005805908	2/5/2008
SPY OPTIC INC.	CROSS DESIGN	REGISTERED	JAPAN	2007-54644	5/31/2007	5211381	3/6/2009
SPY OPTIC INC.	MISC. DESIGN	REGISTERED	PORTUGAL	321237	1/3/1997	321,237	8/4/1997
SPY OPTIC INC.	MISC DESIGN	REGISTERED	CHINA	9284378	3/31/2011	9284378	1/28/2014
SPY OPTIC INC.	MISC DESIGN	REGISTERED	RUSSIA	2007739367	12/13/2007	394289	11/20/2009
SPY OPTIC INC.	SPY (PLUS DESIGN)	REGISTERED	UNITED STATES	75/042,325	1/11/1996	2,157,268	5/12/1998
SPY OPTIC INC.	MISC DESIGN	REGISTERED	THAILAND	683810	1/9/2008	TM303038	9/3/2009

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SCHEDULE - 1

SPY OPTIC, INC.	MISC. DESIGN	REGISTERED	VIETNAM	4-2007-11901	6/27/2007	117012	12/30/2008
SPY OPTIC INC.	MISCELLANEOUS DESIGN	REGISTERED	UNITED STATES	75/103,014	5/13/1996	2,137,853	2/17/1998
SPY OPTIC, INC.	SPY (PLUS DESIGN)	REGISTERED	PORTUGAL	342282	12/29/1999	342282	5/25/2001
SPY OPTIC INC.	SPY (plus design)	REGISTERED	SPAIN	2,378,311	2/14/2001	2,378,311	1/8/2002
SPY OPTIC INC.	SPY (plus design)	REGISTERED	SPAIN	2,378,312	2/14/2001	2,378,312	1/8/2002
SPY OPTIC INC.	SPY (WORDMARK)	REGISTERED	CANADA	1,158,145	11/6/2002	TMA735,904	3/6/2009
SPY OPTIC INC.	SPY	REGISTERED	EUROPEAN UNION (EUTM & RCD)	002928281	11/12/2002	002928281	3/18/2004
SPY OPTIC INC.	SPY	REGISTERED	UNITED STATES	76/404,043	5/7/2002	3,700,605	10/27/2009
SPY OPTIC INC.	DRI-FORCE	REGISTERED	EUROPEAN UNION (EUTM & RCD)	003750395	4/7/2004	003750395	8/5/2005
SPY OPTIC INC.	DRI-FORCE	REGISTERED	UNITED STATES	78/311,502	10/9/2003	2,984,045	8/9/2005
SPY OPTIC, INC.	SPY	REGISTERED	BOSNIA	BAZ037122A	10/9/2003	BAZ037122	9/17/2008
SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	CROATIA	Z20031494A	10/10/2003	Z20031494	10/22/2004
SPY OPTIC, INC.	SPY (WORDMARK)	REGISTERED	SLOVENIA	Z-200371456	10/6/2003	200371456	10/18/2004
SPY OPTIC INC.	ISOTRON IN INT'L CLASS 9 FOR SUNGLASSES AND GOOGLE	REGISTERED	AUSTRALIA	1039754	1/31/2005	1039754	6/14/2005
SPY OPTIC INC.	ISOTRON	REGISTERED	EUROPEAN UNION (EUTM & RCD)	004264008	1/31/2005	004264008	2/22/2006
SPY OPTIC, INC.	ISOTRON	REGISTERED	MEXICO	699924	2/2/2005	880632	5/10/2005
SPY OPTIC INC.	ARC	REGISTERED	JAPAN	2005-7613	2/1/2005	5032905	3/16/2007
SPY OPTIC, INC.	ARC	REGISTERED	MEXICO	699925	2/2/2005	877815	4/25/2005

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SCHEDULE - 1

SPY OPTIC INC.	ARC	REGISTERED	UNITED STATES	78/467,109	8/13/2004	3,146,490	9/19/2006
SPY OPTIC, INC.	SPY	REGISTERED	ARGENTINA	2.573.354	2/24/2005	2875338	8/11/2006
SPY OPTIC INC.	SPY (WORDMARK)	REGISTERED	AUSTRALIA	1023781	10/6/2004	1023781	3/26/2007
SPY OPTIC INC.	SPY	REGISTERED	CANADA	1,233,006	10/6/2004	TMA721,645	8/21/2008
SPY OPTIC INC.	SPY	REGISTERED	EUROPEAN UNION (EUTM & RCD)	004066262	10/7/2004	004066262	12/21/2005
SPY OPTIC INC.	SPY	REGISTERED	UNITED STATES	78/475,973	8/30/2004	4,712,671	3/31/2015
SPY OPTIC, INC.	SPYOPTIC	REGISTERED	ARGENTINA	2.572.315	2/18/2005	2,867,960	8/29/2006
SPY OPTIC INC.	SPYOPTIC	REGISTERED	AUSTRALIA	1179821	6/4/2007	1179821	1/15/2008
SPY OPTIC INC.	SPYOPTIC	REGISTERED	EUROPEAN UNION (EUTM & RCD)	5648969	1/29/2007	5648969	12/17/2007
SPY OPTIC INC.	SPYOPTIC (WORDMARK)	REGISTERED	JAPAN	2005-15713	2/24/2005	4876569	7/1/2005
SPY OPTIC, INC.	SPYOPTIC (CLASS 18)	REGISTERED	JAPAN	2005-91396	9/30/2005	4945501	4/14/2006
SPY OPTIC INC.	"SPYOPTIC"	REGISTERED	CHINA	5903299	2/9/2007	5903299	12/7/2009
SPY OPTIC INC.	SPYOPTIC	REGISTERED	CHINA	6092775	6/6/2007	6092775	3/28/2010
SPY OPTIC INC.	SPYOPTIC	REGISTERED	CHINA	6092774	6/6/2007	6092774	3/28/2010
SPY OPTIC, INC.	SPYOPTIC	REGISTERED	SOUTH AFRICA	2005/03792	2/28/2005	2005/03792-3	10/14/2008
SPY OPTIC INC.	SPYOPTIC	REGISTERED	UNITED STATES	78/558,706	2/2/2005	3,218,701	3/13/2007
SPY OPTIC, INC.	SPYOPTIC	REGISTERED	THAILAND	582608	2/24/2005	TM234405	1/23/2006
SPY OPTIC INC.	SPY (wordmark)	REGISTERED	AUSTRALIA	1110683	4/27/2006	1110683	12/5/2006
SPY OPTIC, INC.	SPY (wordmark)	REGISTERED	SOUTH AFRICA	2006/09544	5/3/2006	2006/09544	1/21/2010

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REEL: 006611 FRAME: 0112

SCHEDULE - 1

SPY OPTIC INC.	HIELO	REGISTERED	UNITED STATES	77/180,641	5/14/2007	3,489,693	8/19/2008
SPY OPTIC INC.	MISC DESIGN	REGISTERED	EUROPEAN UNION (EUTM & RCD)	006702071	2/28/2008	006702071	2/5/2009
SPY OPTIC INC.	MISC. "CROSS" DESIGN	REGISTERED	UNITED STATES	77/033,042	10/31/2006	3,436,802	5/27/2008
SPY OPTIC INC.	SPY (CLASS 035)	REGISTERED	UNITED STATES	77/033,245	10/31/2006	3,750,166	2/16/2010
SPY OPTIC INC.	SPY	REGISTERED	EUROPEAN UNION (EUTM & RCD)	5648911	1/29/2007	5648911	12/17/2007
SPY OPTIC INC.	"SPY"	REGISTERED	CHINA	5903300	2/9/2007	5903300	12/7/2009
SPY OPTIC, INC.	SPY (wordmark)	REGISTERED	VIETNAM	4-2007-11902	6/27/2007	118438	2/2/2009
SPY OPTIC INC.	SPY (PLUS DESIGN)	REGISTERED	CANADA	1,432,530	3/26/2009	TMA825,982	6/11/2012
SPY OPTIC INC.	SPY (PLUS DESIGN)	REGISTERED	EUROPEAN UNION (EUTM & RCD)	005805577	4/2/2007	005805577	2/5/2008
SPY OPTIC INC.	SPY (plus cross design)	REGISTERED	JAPAN	2007-66590	6/26/2007	5125670	4/4/2008
SPY OPTIC INC.	SPY (PLUS DESIGN)	REGISTERED	UNITED STATES	77/097,071	2/1/2007	4,703,926	3/17/2015
SPY OPTIC INC.	SPY (PLUS DESIGN)	REGISTERED	UNITED STATES	77/983,273	2/1/2007	4,859,917	11/24/2015
SPY OPTIC INC.	LOGAN	REGISTERED	UNITED STATES	77/180,655	5/14/2007	3,489,694	8/19/2008
SPY OPTIC INC.	MISC. DESIGN	REGISTERED	UNITED STATES	77/146,273	4/2/2007	3,468,936	7/15/2008
SPY OPTIC INC.	SPYOPTIC	REGISTERED	UNITED STATES	77/197,062	6/4/2007	3,648,121	6/30/2009
SPY OPTIC INC.	PLATOON	REGISTERED	UNITED STATES	85/261,492	3/8/2011	4,106,810	2/28/2012
SPY OPTIC INC.	TRON	REGISTERED	UNITED STATES	85/178,794	11/17/2010	3,981,518	6/21/2011
SPY OPTIC INC.	WHIP	REGISTERED	UNITED STATES	85/262,617	3/9/2011	4,466,789	1/14/2014
SPY OPTIC INC.	DOOM	REGISTERED	UNITED STATES	85/262,639	3/9/2011	4,415,212	10/8/2013

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ORANGE 21 NORTH AMERICA, INC.	DIRK	REGISTERED	EUROPEAN UNION (EUTM & RCD)	10310951	10/4/2011	010310951	2/17/2012
SPY OPTIC INC.	DIRK	REGISTERED	CHINA	10104488	10/25/2011	10104488	12/21/2012
ORANGE 21 NORTH AMERICA, INC.	SPECTRA (wordmark)	REGISTERED	EUROPEAN UNION (EUTM & RCD)	010331502	10/11/2011	010331502	3/16/2012
SPY OPTIC INC.	SPECTRA	REGISTERED	UNITED STATES	85/401,643	8/18/2011	4,526,135	5/6/2014
ORANGE 21 NORTH AMERICA, INC.	MC	REGISTERED	GERMANY	302011036511.3	7/5/2011	302011036511	7/28/2011
ORANGE 21 NORTH AMERICA, INC.	GEO FORCE (wordmark)	REGISTERED	EUROPEAN UNION (EUTM & RCD)	010301448	9/29/2011	010301448	3/2/2012
SPY OPTIC INC.	GEO FORCE (wordmark)	REGISTERED	CHINA	10187642	11/15/2011	10187642	1/14/2013
SPY OPTIC INC.	GEO FORCE	REGISTERED	UNITED STATES	85/401,706	8/18/2011	4,720,479	4/14/2015
SPY OPTIC INC.	CROSTOWN COLLECTION (PLUS DESIGN)	REGISTERED	UNITED STATES	85/662,778	6/27/2012	4,318,949	4/9/2013
SPY OPTIC INC.	SPY	REGISTERED	UNITED STATES	78/981,507	12/1/2002	4,373,999	7/30/2013
SPY OPTIC INC.	MCCOY	REGISTERED	EUROPEAN UNION (EUTM & RCD)	010870475	5/9/2012	010870475	6/12/2012
SPY OPTIC INC.	MCCOY	REGISTERED	UNITED STATES	85/599,769	4/17/2012	4,538,368	5/27/2014
SPY OPTIC INC.	SPY (plus design)	REGISTERED	SOUTH KOREA	45-2012-0002060	4/20/2012	45-0045950	8/23/2013
SPY OPTIC INC.	SPY (plus design)	REGISTERED	PHILIPPINES	4-2012-010285	8/23/2012	4-2012-00010285	4/14/2013
SPY OPTIC INC.	SPY (PLUS DESIGN)	PENDING	UNITED STATES	85/601,686	4/18/2012		
SPY OPTIC INC.	HAPPY LENS	REGISTERED	EUROPEAN UNION (EUTM & RCD)	010889152	5/16/2012	010889152	6/8/2016
SPY OPTIC INC.	HAPPYLENS (FIGURATIVE)	REGISTERED	EUROPEAN UNION (EUTM & RCD)	005426961	10/30/2006	005426961	10/29/2007
SPY OPTIC INC.	HAPPY LENS	REGISTERED	UNITED STATES	85/620,564	5/9/2012	4,463,426	1/7/2014

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SPY OPTIC INC.	RISE VENTILATION SYSTEM	REGISTERED	UNITED STATES	86/221,886	3/14/2014	5,114,882	1/3/2017
SPY OPTIC INC.	RECOMPOSE	REGISTERED	UNITED STATES	85/935,853	5/17/2013	4,577,135	7/29/2014
SPY OPTIC INC.	SEE BETTER. FEEL BETTER.	REGISTERED	EUROPEAN UNION (EUTM & RCD)	013780671	8/5/2014	013780671	7/30/2015
SPY OPTIC INC.	SEE BETTER. FEEL BETTER.	REGISTERED	UNITED STATES	86/203,941	2/25/2014	4,863,809	12/1/2015
SPY OPTIC INC.	SEE HAPPY	REGISTERED	EUROPEAN UNION (EUTM & RCD)	013146246	8/5/2014	013146246	3/6/2015
SPY OPTIC INC.	SEE HAPPY	REGISTERED	UNITED STATES	86/203,957	2/25/2014	4,863,810	12/1/2015
SPY OPTIC INC.	SEE BETTER. FEEL BETTER. PERFORM BETTER.	REGISTERED	UNITED STATES	86/203,973	2/25/2014	4,863,812	12/1/2015
SPY OPTIC INC.	HAPPINESS GUARANTEED	REGISTERED	UNITED STATES	86/203,988	2/25/2014	4,863,813	12/1/2015
SPY OPTIC INC.	SPY (WORDMARK)	REGISTERED	UNITED STATES	86/280,773	5/14/2014	5,151,548	2/28/2017
SPY OPTIC INC.	SPY (PLUS DESIGN)	REGISTERED	UNITED STATES	86/283,420	5/16/2014	5,266,289	8/15/2017
SPY OPTIC INC.	SPY OPTIC	REGISTERED	UNITED STATES	86/283,516	5/16/2014	5,519,787	7/17/2018
SPY OPTIC INC.	HEAR HAPPY	REGISTERED	UNITED STATES	86/291,070	5/23/2014	4,783,152	7/28/2015
SPY OPTIC INC.	HAPPY BUDDS	REGISTERED	UNITED STATES	86/291,084	5/23/2014	4,805,061	9/1/2015
SPY OPTIC INC.	SPY DISCORD	REGISTERED	UNITED STATES	86/351,519	7/29/2014	4,914,603	3/8/2016
SPY OPTIC INC.	SPY HELM	REGISTERED	UNITED STATES	86/351,556	7/29/2014	4,805,292	9/1/2015
SPY OPTIC INC.	SPY TOURING	REGISTERED	UNITED STATES	86/351,608	7/29/2014	4,805,293	9/1/2015
SPY OPTIC INC.	SPY FLYNN	REGISTERED	UNITED STATES	86/351,624	7/29/2014	4,805,294	9/1/2015
SPY OPTIC INC.	SPY BRAVO	REGISTERED	UNITED STATES	86/351,646	7/29/2014	4,805,295	9/1/2015

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SPY OPTIC INC.	SPY OPTICS	REGISTERED	EUROPEAN UNION (EUTM & RCD)	013715529	2/6/2015	013715529	8/12/2015
SPY OPTIC INC.	SPY OPTICS	REGISTERED	UNITED STATES	86/351,439	7/29/2014	4,914,602	3/8/2016
SPY OPTIC INC.	SPY SUNGLASSES	REGISTERED	UNITED STATES	86/347,203	7/24/2014	4,805,274	9/1/2015
SPY OPTIC INC.	SPY GOGGLES	REGISTERED	UNITED STATES	86/347,385	7/24/2014	4,805,278	9/1/2015
SPY OPTIC INC.	SPY SKI GOGGLES	REGISTERED	UNITED STATES	86/347,415	7/24/2014	4,805,279	9/1/2015
SPY OPTIC INC.	SPY SNOW GOGGLES	REGISTERED	UNITED STATES	86/347,444	7/24/2014	4,805,280	9/1/2015
SPY OPTIC INC.	SPY LOGAN	REGISTERED	UNITED STATES	86/347,275	7/24/2014	4,805,275	9/1/2015
SPY OPTIC INC.	SPY HIELO	REGISTERED	UNITED STATES	86/347,317	7/24/2014	4,805,276	9/1/2015
SPY OPTIC INC.	SPY DOOM	REGISTERED	UNITED STATES	86/347,360	7/24/2014	4,805,277	9/1/2015
SPY OPTIC INC.	EUROPEAN CTM CUSTOMS REGISTRATION	REGISTERED	EUROPEAN UNION (EUTM & RCD)	GB2015201	10/1/2015	GB2015201	10/1/2015
SPY OPTIC INC.	QUICK DRAW	REGISTERED	EUROPEAN UNION (EUTM & RCD)	013715479	2/6/2015	013715479	8/12/2015
SPY OPTIC INC.	DISCORD	REGISTERED	EUROPEAN UNION (EUTM & RCD)	013959325	4/17/2015	013959325	10/15/2015
SPY OPTIC INC.	DISCORD	REGISTERED	UNITED STATES	86/441,269	10/31/2014	4,919,079	3/15/2016
SPY OPTIC INC.	HAPPY SUNGLASSES	REGISTERED	UNITED STATES	86/537,335	2/17/2015	4,969,919	5/31/2016
SPY OPTIC INC.	HAPPY GOGGLES	REGISTERED	UNITED STATES	86/537,407	2/17/2015	4,969,920	5/31/2016
SPY OPTIC, INC.	SMILEY FACE LOGO	REGISTERED	AUSTRALIA	1804130	10/20/2016	1804130	2/1/2017
SPY OPTIC INC.	SMILEY FACE LOGO	REGISTERED	JAPAN	2016-116356	10/20/2016	5931677	3/10/2017

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SPY OPTIC INC.	SMILEY FACE LOGO	REGISTERED	WIPO (DESIGNATIONS: COLOMBIA, GREECE, MEXICO, NEW ZEALAND, NORWAY, PHILIPPINES, KOREA, RUSSIA, TURKEY)	n/a	87/007,948	n/a	1330539	10/20/2016
SPY OPTIC INC.	SMILEY FACE LOGO	REGISTERED	UNITED STATES	87/007,948	4/20/2016	5,347,127	11/28/2017	
SPY OPTIC INC.	SIC	PENDING	UNITED STATES	87/381,494	3/22/2017			
SPY OPTIC INC.	LOCK STEADY	PENDING	UNITED STATES	87/381,674	3/22/2017			
SPY OPTIC INC.	FOUNDATION	REGISTERED	UNITED STATES	87/691,477	11/20/2017	5,662,751	1/22/2019	

**TRADEMARK**

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PATENT REGISTRATIONS

GRANTOR	TITLE	FILE	SERIAL NO	ISSUE	PATENT NO	STATUS	COUNTRY/D
SPY OPTIC INC.	SPORTS GOOGLES	8/20/2002	10/224,097	4/6/2004	6,715,157	ISSUED	US
SPY OPTIC INC.	SUNGLASS ("COOPER")	7/15/2005	29/234,271	1/2/2007	D534,573	ISSUED	US
SPY OPTIC INC.	SCREEN FOR EYE PROTECTION GOOGLES	9/2/2005	11/218,743	7/29/2008	7,404,217	ISSUED	US
SPY OPTIC INC.	SUNGLASS ("NOLEN")	10/25/2006	29/267,933	10/9/2007	D552,665	ISSUED	US
SPY OPTIC INC.	SUNGLASS ("HIELO")	10/25/2006	29/267,913	12/18/2007	D557,730	ISSUED	US
SPY OPTIC INC.	SUNGLASS ("HIELO")	3/6/2007	682984-0002	5/15/2007	682984-0002	ISSUED	EU
SPY OPTIC INC.	SUNGLASS ("LACROSSE")	10/25/2006	29/267,928	12/18/2007	D557,731	ISSUED	US
SPY OPTIC INC.	SUNGLASS ("LOGAN")	6/8/2007	29/288,382	3/25/2008	D565,085	ISSUED	US
SPY OPTIC INC.	SUNGLASS ("MC2")	6/8/2007	29/288,390	3/18/2008	D564,570	ISSUED	US
SPY OPTIC INC.	SUNGLASS ("HAYMAKER")	6/8/2007	29/288,383	1/13/2009	D584,758	ISSUED	US
SPY OPTIC INC.	SUNGLASS ("HSX")	6/8/2007	29/288,381	3/18/2008	D564,569	ISSUED	US
SPY OPTIC INC.	SUNGLASS ("ELIZA")	9/25/2008	29/312,010	10/9/2009	D601,615	ISSUED	US
SPY OPTIC INC.	SUNGLASS (CLEO)	9/25/2008	29/312,011	10/6/2009	D601,616	ISSUED	US
SPY OPTIC INC.	SUNGLASS ("DIRTY MO")	9/25/2008	29/312,012	10/27/2009	D602,978	ISSUED	US
SPY OPTIC INC.	SUNGLASS ("HAIL WOOD")	3/12/2010	29/357,552	5/17/2011	D368,050	ISSUED	US

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SPY OPTIC INC.	SUNGLASS ("DIRK")		7/1/2011	29/396,612		9/8/2013	D689,118	ISSUED	US
SPY OPTIC INC.	SUNGLASS ("ALPHAQUANTA")		7/1/2011	29/396,615		3/12/2013	D677,711	ISSUED	US
SPY OPTIC INC.	SUNGLASS (ALPHA)		6/21/2012	29/425,370		11/26/2013	D694,313	ISSUED	US
SPY OPTIC INC.	FACIAL CUSHION		9/15/2011	13/233,740		9/22/2015	9,138,026	ISSUED	US
SPY OPTIC INC.	FACIAL CUSHION		7/24/2015	14/808,308		3/20/2018	9,918,501	ISSUED	US
SPY OPTIC INC.	THERAPEUTIC EYEWEAR		7/17/2012	13/551,341		10/3/2017	9,778,490	ISSUED	US
SPY OPTIC INC.	THERAPEUTIC EYEWEAR		9/7/2012	1120140107920				PENDING	BR
SPY OPTIC INC.	THERAPEUTIC EYEWEAR		9/19/2017	15/709,324				PENDING	US
SPY OPTIC INC.	THERAPEUTIC EYEWEAR		9/7/2012	12844931.1				PUBLISHED	EP
SPY OPTIC INC.	THERAPEUTIC EYEWEAR		9/7/2012	201280065714X		6/22/2016	ZL201280065714X	ISSUED	CN
SPY OPTIC INC.	SUNGLASS ("SCREW")		4/26/2012	29/419,259		11/26/2013	D694,312	ISSUED	US
SPY OPTIC INC.	SPORTS GOOGLE (WHIP)		4/10/2012	29/417,923		10/16/2012	D669,113	ISSUED	US
SPY OPTIC INC.	SPORTS GOOGLE (MARSHALL)		4/4/2012	29/417,471		9/30/2014	D714,378	ISSUED	US
SPY OPTIC INC.	SUNGLASS ("MCCOY")		4/18/2012	29/418,585		11/26/2013	D694,314	ISSUED	US
SPY OPTIC INC.	SUNGLASS ("MCCOY")		4/26/2012	002033720		6/22/2012	002033720-0001	ISSUED	EP
	APPARATUS FOR REMOVABLY ATTACHING OUTER LENSES TO GOGGLES								
SPY OPTIC INC.	GOGGLE LENS CHANGING SYSTEM		11/3/2014	14/531,662		8/1/2017	9,720,255	ISSUED	US
SPY OPTIC INC.	GOGGLE LENS CHANGING SYSTEM		10/14/2015	14/882,789		2/20/2018	9,895,266	ISSUED	US
SPY OPTIC INC.	GOGGLE LENS CHANGING SYSTEM		7/23/2018	16/042,484				PENDING	US
SPY OPTIC INC.	GOGGLE LENS CHANGING SYSTEM		8/1/2017	62/539,885				PENDING	US
SPY OPTIC INC.	GOGGLE LENS CHANGING SYSTEM		7/26/2018	PCT/US2018/043916				PENDING	WO

TRADEMARK

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SCHEDULE - 1

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GRANTOR	APPLICATION TITLE	STATUS	COUNTRY	REG NO	REG DATE	TYPE OF WORK	PUBLICATION DATE
SPY OPTIC INC.	Spy Optic Website Spy Happy Lens	Registered	U.S.	VA0001905258	5/12/2014	Visual Material	2/1/2013

**TRADEMARK**

**REEL: 006611 FRAME: 0119**

**SCHEDULE - 1**

## POWER OF ATTORNEY

SPY OPTIC INC., a California corporation (the "Grantor"), hereby authorizes SIENA LENDING GROUP LLC, its successors and assigns, and any officer or agent thereof ("Lender") under the Loan Agreement (as defined below) among Lender, Grantor, as borrower, and SPY INC., a Delaware corporation, as a guarantor, dated of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

[signature page follows]

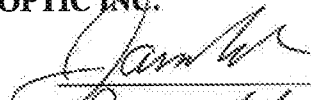
IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney as a deed,  
this 27 day of March 2019.

**SPY OPTIC INC.**

By:

Name:

Title:

  
\_\_\_\_\_  
*Dawn Lutz*  
CAO

**[SIGNATURE PAGE TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]**