

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324815

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eye Care Associates O.D., P.A.		12/01/2014	Professional Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Capital Vision Services, LLC		
Doing Business As:	MyEyeDr		
Street Address:	1950 Old Gallows Road, Suite 520		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3205574	COMPUSIGHT	
Registration Number:	3201362	EYE CARE ASSOCIATES	
Registration Number:	3911877	HIGH PERFORMANCE VISION	
CORRESPONDENCE DATA			
Fax Number:	7043395928		
<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>			
Phone:	704-331-1074		
Email:	emmettweindruch@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 N. Tryon Street, Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	037909.000		
NAME OF SUBMITTER:	F. Emmett Weindruch		
SIGNATURE:	/femmettweindruch/		
DATE SIGNED:	12/02/2014		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of December 1, 2014, is by and between EYE CARE ASSOCIATES O.D., P.A., a North Carolina professional corporation ("Assignor"), and CAPITAL VISION SERVICES, LLC, a Delaware limited liability company doing business as "MyEyeDr," with its principal place of business at 1950 Old Gallows Road, Suite 520, Vienna, Virginia 22182 ("Assignee").

RECITALS

WHEREAS, Assignor is the owner of certain intellectual property rights relating to Assignor's eye care facilities (the "Assignor Intellectual Property"), including but not limited to the Assignor's registered trademarks, copyrights, and websites identified on Schedule A hereto (if any, the "Assignor Marks," "Assignor Copyrights," and "Assignor Websites," respectively);

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement by and among Assignor, Assignee and the other parties named therein, dated on even date herewith (the "Purchase Agreement"), Assignee purchased certain assets of Assignor, including but not limited to the Assignor Intellectual Property; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept, the assignment of all of Assignor's right, title and interest in and to Assignor Intellectual Property.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Assignment of the Assignor Websites. Assignor hereby does assign and transfer unto Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title, and interest in and to the Assignor Websites, including but not limited to all worldwide intellectual property and other proprietary rights therein.

Section 2. Assignment of the Assignor Marks.

(a) Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title and worldwide interest, in and to the Assignor Marks, including (i) all of the goodwill associated or connected with the use of, and symbolized by, the Assignor Marks, (ii) all registrations obtained by Assignor for the Assignor Marks including all extensions and renewals thereof, (iii) the right to file any document to maintain the Assignor Marks and any associated registrations, (iv) all of Assignor's common law trademark and trade name rights in the Assignor Marks, (v) the right to file applications for registration of the Assignor Marks worldwide, and (vi) the right to sue for past, present and future infringement, dilution or other violation of the Assignor Marks and collect and retain all damages, settlements and proceeds recovered therefrom; and all rights corresponding with any of the foregoing throughout the world.

(b) Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or foreign countries, to record Assignee as the owner of the Assignor Marks.

Section 3. Assignment of the Assignor Copyrights.

(a) Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title and worldwide interest, in and to the Assignor Copyrights, including (i) all U.S. Copyright registrations related to the Assignor Copyrights (and any further registrations or applications relating thereto and any renewals and extensions thereof); (ii) all moral rights in the Assignor Copyrights; (iii) the right to file any document to maintain the Assignor Copyrights and any associated registrations; and (iv) the right to sue for past, present and future infringement of the Assignor Copyrights and collect and retain all damages, settlements and proceeds recovered therefrom; and all rights corresponding with any of the foregoing throughout the world.

(b) Assignor hereby authorizes the Register of Copyrights of the United States Copyright Office and all other corresponding entities or agencies in any applicable government or foreign countries, to record Assignee as the owner of the Assignor Copyrights.

Section 4. Intentionally Omitted.

Section 5. Further Assurances. Assignor hereby agrees to perform such proper and additional acts and execute such additional documents as are deemed necessary by Assignee or the governmental agencies having jurisdiction over the Assignor Intellectual Property, including the Assignor Marks, to give full effect to and perfect the rights of Assignee under this Agreement, including but not limited to all documents necessary to register in the name of Assignee the assignment of the applicable Assignor Marks with the appropriate government offices.

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

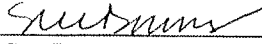
Section 7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 8. Governing Law. This agreement is to be governed by and construed in accordance the laws of the State of Delaware, without giving effect to the choice of law principles thereof, including all matters of construction, validity and performance.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CAPITAL VISION SERVICES, LLC

By: 
Name: Sue Downes
Title: President and Chief Executive Officer

EYE CARE ASSOCIATES O.D., P.A.

By: _____
Name: _____
Title: _____

[Signature Page to IP Assignment Agreement]

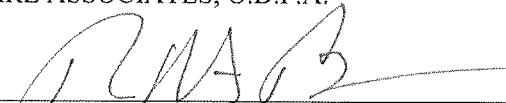
TRADEMARK
REEL: 005411 FRAME: 0259

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CAPITAL VISION SERVICES, LLC

By: _____
Name: Sue Downes
Title: President

EYE CARE ASSOCIATES, O.D.P.A.

By:  _____
Name: Robert H. Brodney
Title: President

[Signature Page to IP Assignment Agreement]

1. Assignor Websites

<u>Domain Name</u>	<u>Expiration Date</u>	<u>Registrant</u>
www.eyecareassociatesnc.com	12/16/2014	Eye Care Associates, O.D., P.A.
www.eyecarecenters.com	7/3/2015	Eye Care Associates, O.D., P.A.
www.visiondiscountplan.com	5/19/2010	Eye Care Associates, O.D., P.A.
www.eyecaresurvey.com	7/1/2015	Eye Care Associates, O.D., P.A.
www.visionaryvalue.com	4/12/2015	Eye Care Associates, O.D., P.A.
www.familyvisionplan.com	7/11/2015	Eye Care Associates, O.D., P.A.
www.eyecareassociates.biz	11/6/2014	Eye Care Associates, O.D., P.A.
www.laser20.com	8/26/2016	Eye Care Associates, O.D., P.A.
www.corporatevisiondiscount.com	5/19/2015	Eye Care Associates, O.D., P.A.
www.corporatevisiondiscount.net	5/19/2015	Eye Care Associates, O.D., P.A.
www.corporatevisiondiscount.org	5/19/2015	Eye Care Associates, O.D., P.A.
www.ncvision.org	5/19/2015	Eye Care Associates, O.D., P.A.
www.ncvisionplan.com	5/19/2015	Eye Care Associates, O.D., P.A.
www.ncvisionplan.net	5/19/2015	Eye Care Associates, O.D., P.A.
www.ncvisionplan.org	5/19/2015	Eye Care Associates, O.D., P.A.
www.visiondiscountplan.net	5/19/2015	Eye Care Associates, O.D., P.A.
www.visiondiscountplan.org	5/19/2015	Eye Care Associates, O.D., P.A.
www.yourncvision.com	5/19/2015	Eye Care Associates, O.D., P.A.
www.yourncvision.net	5/19/2015	Eye Care Associates, O.D., P.A.
www.yourncvision.org	5/19/2015	Eye Care Associates, O.D., P.A.
www.ecanc.mobi	5/11/2015	Eye Care Associates, O.D., P.A.
www.eyecareassociates.mobi	5/11/2015	Eye Care Associates, O.D., P.A.
www.eyecareassociatesnc.mobi	5/11/2015	Eye Care Associates, O.D., P.A.
www.wakeforestfamilyeye.com	9/13/2016	Eye Care Associates, O.D., P.A.

2. Assignor Copyrights

<u>Copyright Registration Title</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Registrant</u>
Patient Satisfaction Survey	TX0007115872	7/29/2009	Eye Care Associates, O.D., P.A.
New Patient Satisfaction Survey	TX0007513141	3/1/2012	Eye Care Associates, O.D., P.A.
Previous Patient Satisfaction Survey	TX0007513139	3/1/2012	Eye Care Associates, O.D., P.A.
Optical & Contact Lens Dispensary Satisfaction Survey	TX0007513135	3/1/2012	Eye Care Associates, O.D., P.A.

SCHEDULE A

3. Assignor Marks

Registered Marks:

Mark	Country	Reg. No.	Reg. Date
CompuSight	USA	3205574	2/6/2007
Eye Care Associates	USA	3201362	1/23/2007
High Performance Vision	USA	3911877	1/25/2011

Unregistered Marks:

EYE CARE ASSOCIATES & Design

VISIONARY

OPTICAL SOLUTIONS

VISIONARY VALUE PLAN

VISION DISCOUNT PLAN

OPTOMETRICS UNLIMITED