

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342964

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triangle Eye Institute, O.D., P.A.		05/30/2014	Professional Association: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Capital Vision Services, LLC		
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: 1			
Property Type	Number	Word Mark	
Registration Number:	4391014	TRIANGLE EYE INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	9194168363		
<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:	704-331-1027		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street, Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	037909.000134		
NAME OF SUBMITTER:	F. Emmett Weindruch		
SIGNATURE:	/FEW/		
DATE SIGNED:	06/01/2015		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of May 30, 2014, is by and between (a) Triangle Eye Institute, O.D., P.A., a North Carolina professional association ("Triangle"), (b) Beacon Eyecare, Inc., a North Carolina corporation ("Beacon"), (c) Brierdale Optometry PA, a North Carolina professional association ("Brierdale"), (d) Visique Optometry, PLLC, a North Carolina professional limited liability company ("Visique" and together with Triangle, Beacon and Brierdale, "Assignors"), 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"). All capitalized terms used herein that are not otherwise defined shall have the definitions set forth in Schedule A hereto.

RECITALS

WHEREAS, Assignors, individually or collectively as the case may be, are the sole and exclusive owners of all Intellectual Property relating to Assignors' four (4) eye care facilities located at: 3214 Charles B Root Wynd, Raleigh, North Carolina 27612; 3603 Davis Drive, Suite 100, Morrisville, North Carolina 27560; 10371 Moncreiffe Road, Suite 105, Raleigh, North Carolina 27617; and 800 W. Williams Street, Suite 164, Apex, North Carolina 27502 (the "Assignor Intellectual Property"), including but not limited to the Marks and Websites identified on Schedule B hereto (if any, the "Assignor Marks" and "Assignor Websites," respectively);

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

WHEREAS, Assignors wish to assign to Assignee, and Assignee wishes to accept, the assignment of all of Assignors' 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. Assignors hereby do assign and transfer unto Assignee, and Assignee hereby receives, acquires and accepts, all of each 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) Assignors hereby assign and transfer to Assignee, and Assignee hereby receives, acquires and accepts, all of each 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 Assignors 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 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) Assignors hereby authorize 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 Intellectual Property. To the extent not otherwise assigned by Assignors pursuant to Sections 1 and 2 of this Agreement, Assignors do hereby sell, transfer, assign, convey, and deliver to Assignee all of each Assignor's right, title, and interest in, to, and under the Assignor Intellectual Property.

Section 4. Further Assurances. Assignors hereby agree 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. The term "Assignor" also is intended to include any Seller Principal (as defined in the Purchase Agreement) that is the owner of record of any of Assignor Intellectual Property.

Section 5. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 6. 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 7. Governing Law. This agreement is to be governed by and construed in accordance the laws of the State of North Carolina, 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: Sue Downes
Name: Sue Downes
Title: President

TRIANGLE EYE INSTITUTE, O.D., P.A.

By: _____
Name:
Title:

BEACON EYECARE, INC.

By: _____
Name:
Title:

BRIERDALE OPTOMETRY PA

By: _____
Name:
Title:

VISIQUE OPTOMETRY, PLLC

By: _____
Name:
Title:

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

TRIANGLE EYE INSTITUTE, O.D., P.A.

By: _____
Name: OSALIA SIMS
Title: PRESIDENT

BEACON EYECARE, INC.

By: _____
Name:
Title:

BRIERDALE OPTOMETRY PA

By: _____
Name:
Title:

VISIQUE OPTOMETRY, PLLC

By: _____
Name:
Title:

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CAPITAL VISION SERVICES, LLC

By: _____
Name: Sue Downes
Title: President

TRIANGLE EYE INSTITUTE, O.D., P.A.

By: _____
Name:
Title:

BEACON EYECARE, INC.

By: _____
Name: Sanjay Patel
Title: VP

BRIERDALE OPTOMETRY PA

By: _____
Name: Sanjay Patel
Title: VP

VISIQUE OPTOMETRY, PLLC

By: _____
Name: Sanjay Patel
Title: President

[Signature Page to IP Assignment Agreement]

SCHEDULE A – DEFINITIONS

“Marks” shall mean all statutory and common law trademarks, trade dress, service marks, logos, trade names, business names, and other word, name, design or symbol used to identify a business or the source of its goods or services, and the goodwill associated therewith, now existing or hereafter adopted or acquired, and all registrations and applications to register the same, under the laws of the United States or any other foreign country, for the full term and all renewals thereof.

“Patents” shall mean all issued U.S. and foreign patents and pending patent applications (and all patents that issue therefrom), patent disclosures, and any and all divisions, continuations, continuations-in-part, continuing prosecution applications, reissues and reexaminations thereof, for the full term thereof.

“Trade Secrets” shall mean all data or information that is not commonly known by or available to the public and which (a) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by third parties who can obtain economic value from its disclosure or use and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

“Know-How” shall mean all ideas, designs, correspondence, concepts, compilations of information, know-how, methods, techniques, algorithms, data and database rights, inventions, invention disclosures, statutory invention registrations, procedures and processes, readings, reports, test results, studies, applications, submissions, notes, work product, deliverables, models, prototypes, equipment, audits, approval documentation, calculations, measurements, product specifications, photographs, videos,

images, manufacturing product processes and techniques, research and development information, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, whether or not patentable, whether copyrightable or noncopyrightable and whether or not reduced to practice.

“Copyrights” shall mean all works of authorship and all associated moral rights and copyright rights under the copyright laws of the United States and other countries for the full term thereof, whether registered or unregistered, including, but not limited to, all applications for registrations, renewals, extensions and restorations of copyrights now or hereafter provided for by law and all rights to make applications for copyright registrations and recordations, regardless of the medium of fixation or means of expression.

“Websites” shall mean all websites or portions thereof that are operated, managed or controlled through a domain name and URL, whether on an exclusive or nonexclusive basis, including all content, elements, data, information, materials, hypertext markup language (HTML), software and code, works of authorship, textual works, visual works, aural works, audiovisual works and functionality embodied in, published or available through each such website or portion thereof, and all domain names and URLs associated with the foregoing, provided that such domain names and URLs shall not include IP addresses.

“Intellectual Property” shall mean all Marks, Copyrights, Websites, Patents, Trade Secrets, Know-How, and all other worldwide intellectual property and proprietary rights therein.

SCHEDULE B

A. Assignor Websites

<http://www.tei2020.com/>

B. Assignor Marks

Mark	Country	Reg. No.	Reg. Date	Serial No.	App. Date.
TRIANGLE EYE INSTITUTE & Design	United States	4,391,014	08/27/2013	85/752,531	10/12/2012
TRIANGLE EYE INSTITUTE & Design	United States – North Carolina	T-20968	06/22/2012	N/A	6/18/2012

C. Trade Names

Triangle Eye Institute