

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Street Holding Co. Inc.		09/30/2015	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Madison Street Provider Network, LLC		
Street Address:	55 Madison Street		
Internal Address:	Suite 355		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86512262	MADISON STREET EYE CARE NETWORK	
Registration Number:	3652792	MADISON STREET EYE CARE NETWORK	
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>			
Phone:	720.457.6134		
Email:	rdrexler@sussexfirm.com		
Correspondent Name:	Regina T. Drexler		
Address Line 1:	1430 Larimer Street		
Address Line 2:	Suite 208		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	MADISON STREET/IP		
NAME OF SUBMITTER:	Regina T. Drexler		
SIGNATURE:	/Regina T. Drexler/		
DATE SIGNED:	10/01/2015		
Total Attachments: 3			
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CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment (together with the schedule attached hereto, this "Trademark Assignment") is dated as of September 30, 2015 (the "Effective Date") by and between Madison Street Holding Co., Inc., a Colorado corporation ("Assignor"), and Madison Street Provider Network, LLC, a Colorado limited liability company ("Assignee"). Assignor and Assignee are each a "Party" and together the "Parties."

WHEREAS, Assignor and Assignee have entered into that certain Intellectual Property Assignment dated as of September 30, 2015 (the "IP Assignment"); and

WHEREAS, pursuant to the terms of the IP Assignment, Assignor assigned, transferred, conveyed, and delivered to Assignee, and Assignee acquired and accepted from Assignor, all of Assignor's right, title, and interest in, to and under certain Intellectual Property Rights, including the trademarks and corresponding applications and registrations and trade name registrations set forth on Schedule A to this Trademark Assignment (the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Assignor and Assignee agree as follows:

1. All capitalized terms used but not defined herein shall have the meanings assigned to them in the IP Assignment.

2. Assignor hereby confirms having assigned, transferred, conveyed, and delivered to Assignee, and Assignee hereby confirms acquiring and accepting from Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including (a) all of the goodwill associated with any of the Assigned Trademarks; (b) all rights to file for and maintain registrations therefor; (c) all rights of action accrued, accruing and to accrue under and by virtue of the Assigned Trademarks; and (d) all right to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith.

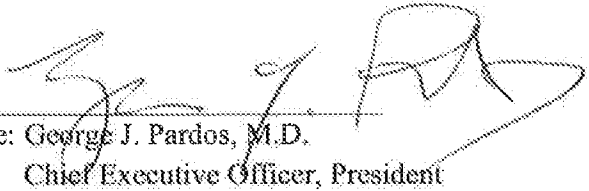
3. Assignor authorizes and requests the Commissioner of Trademarks of the United States of America, the Secretary of State of Colorado and the empowered officials of all other relevant government entities or governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein.

4. This Trademark Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. This Trademark Assignment may be executed by facsimile or .pdf signature by any Party and such signature shall be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment effective as of the date first above written.

ASSIGNOR:

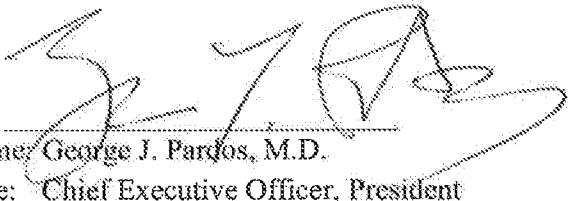
**MADISON STREET HOLDING CO.,
INC.**

By: 
Name: George J. Pardos, M.D.
Title: Chief Executive Officer, President
and Secretary

ASSIGNEE:

**MADISON STREET PROVIDER
NETWORK, LLC**

By: Madison Street Holding Co., Inc., its
Sole Member

By: 
Name: George J. Pardos, M.D.
Title: Chief Executive Officer, President
and Secretary

[Signature Page to Confirmatory Trademark Assignment]

**TRADEMARK
REEL: 005635 FRAME: 0913**

Schedule A

Trademark Applications and Registrations

<u>Mark</u>	<u>U.S. Serial No./ U.S. Registration No.</u>
MADISON STREET EYE CARE NETWORK	Reg. No. 3652792
MADISON STREET EYE CARE NETWORK	Serial No. 86512262

Trade Name Registrations with the Colorado Secretary of State

1. Madison Street Financial Services
2. Colorado Lasik Business Plan
3. Omni Billing Services Corp
4. Omni Billing Service Company
5. MSFS
6. Madison Street Company
7. Madison Street Companies
8. Madison Street Eye Care Network