

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358434

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Doctors on Sight Optometrists, Inc.		09/30/2015	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Capital Vision Services, LP		
Street Address:	1950 Old Gallows Road, Suite 520		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76396220	DRS. ON SIGHT	
Serial Number:	76400451	DOCTORS ON SIGHT	
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:	FEW-PTOTMCorrespondence@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		
NAME OF SUBMITTER:	F. Emmett Weindruch		
SIGNATURE:	/FEW/		
DATE SIGNED:	10/13/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of September 30, 2015, is by and between DOCTORS ON SIGHT OPTOMETRISTS, INC., a Maryland corporation, EYE DEAL VISION CENTER, LLC, a Maryland limited liability company, DOCTORS ON SIGHT OPTOMETRISTS OF MASSAPONAX, LLC, a Maryland limited liability company, DOCTORS ON SIGHT OPTOMETRISTS OF TYSONS CORNER LLC, a Maryland limited liability company and DR. SCHWARTZBERG'S EYE CARE CENTER OF GERMANTOWN, LLC, a Maryland limited liability company (collectively, "Assignors"), and CAPITAL VISION SERVICES, LP, a Delaware limited partnership 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 are collectively the sole and exclusive owners of all Intellectual Property relating to Assignors' eye care facilities located at (a) 2955 Crain Highway, Suite A & B, Waldorf, Maryland 20601, (b) 23105 Three Notch Road, Suite A, California, Maryland 20619, (c) 785 Solomon's Island Road North, Prince Frederick, Maryland 20678, (d) 4412 Mitchellville Road, Bowie, Maryland 20716, (e) 3899-C Branch Avenue, Temple Hills, Maryland 20874, (f) 19814 Century Boulevard, Germantown, Maryland 20874, (g) 9131 Piscataway Road, Suite 120, Clinton, Maryland 20735, (h) 8369-A Leesburg Pike, Vienna, Virginia 22182, (i) 5426 Jefferson Davis Highway, Fredericksburg, Virginia 22407 and (j) 3005 Leonardtown Road, Waldorf, Maryland 20601 (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 as of August 19, 2015 (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. Each Assignor hereby does 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) Each Assignor hereby assigns and transfers 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 each 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 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) Each 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 Intellectual Property. To the extent not otherwise assigned by Assignors pursuant to Sections 1-2 of this Agreement, each Assignor does hereby sell, transfer, assign, convey, and deliver to Assignee all of such Assignor's right, title, and interest in, to, and under the Assignor Intellectual Property.

Section 4. Further Assurances. Each 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 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.

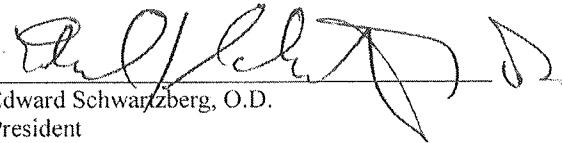
Section 7. Governing Law. This Agreement is to be governed by and construed in accordance the laws of the State of Maryland, without giving effect to the choice of law principles thereof, including all matters of construction, validity and performance.

Section 8. Limitations. DOCTORS ON SIGHT OPTOMETRISTS, INC. represents that it is the owner of all Assignor Intellectual Property. The remaining Assignors are joining into this Assignment in order to assign and transfer whatever right, title and interest they might have to the Assignor Intellectual Property by virtue of their status as lessees of locations where DOS operates. By executing this Assignment, EYE DEAL VISION CENTER, LLC, DOCTORS ON SIGHT OPTOMETRISTS OF MASSAPONAX, LLC, DOCTORS ON SIGHT OPTOMETRISTS OF TYSONS CORNER LLC, and DR. SCHWARTZBERG'S EYE CARE CENTER OF GERMANTOWN, LLC are not admitting to, acknowledging, or assuming any obligation to comply with any laws, rules or regulations regarding or relating to Assignor Intellectual Property, nor are they assuming any liability for the manner in which such Assignor Intellectual Property was obtained, used or handled. Nothing contained herein is intended to be used for any purpose as to EYE DEAL VISION CENTER, LLC, DOCTORS ON SIGHT OPTOMETRISTS OF MASSAPONAX, LLC, DOCTORS ON SIGHT OPTOMETRISTS OF TYSONS CORNER LLC, and DR. SCHWARTZBERG'S EYE CARE CENTER OF GERMANTOWN, LLC other than to carry out the assignment and transfer of the Assignor Intellectual Property. Notwithstanding the foregoing, the terms of this Assignment are subject to, and do not amend or modify, the terms of the Purchase Agreement.

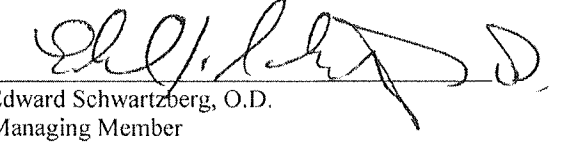
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

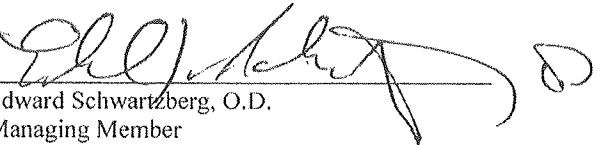
DOCTORS ON SIGHT OPTOMETRISTS, INC.

By: 
Name: Edward Schwartzberg, O.D.
Title: President

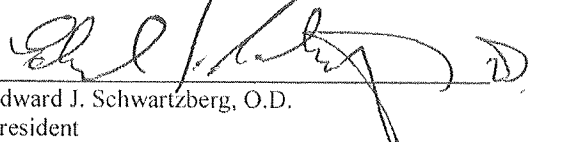
EYE DEAL VISION CENTER, LLC

By: 
Name: Edward Schwartzberg, O.D.
Title: Managing Member

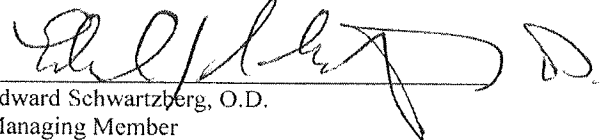
DR. SCHWARTZBERG'S EYE CARE CENTER OF
GERMANTOWN, LLC

By: 
Name: Edward Schwartzberg, O.D.
Title: Managing Member

DOCTORS ON SIGHT OPTOMETRISTS OF MASSAPONAX, LLC

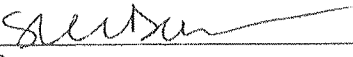
By: 
Name: Edward J. Schwartzberg, O.D.
Title: President

DOCTORS ON SIGHT OPTOMETRISTS OF TYSONS CORNER LLC

By: 
Name: Edward Schwartzberg, O.D.
Title: Managing Member

Signature Page to IP Assignment Agreement

CAPITAL VISION SERVICES, LP

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

Signature Page to IP Assignment Agreement

TRADEMARK
REEL: 005643 FRAME: 0669

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 and Domain Names

<http://www.doctorsonsight.com>

doctorsonsight.co

doctorsonsight.net

doctorsonsight.org

doctorsonsite.net

drsonsight.co

drsonsight.com

drsonsight.net

drsonsight.org

B. Assignor Marks

Registered Marks

Mark	Country	Reg. No.	Reg. Date	Serial No.	App. Date.
DRS. ON SIGHT	USA	2,946,412	5/3/2005	76/396,220	4/11/2002
DOCTORS ON SIGHT	USA	2,776,640	10/21/2003	76/400,451	4/26/2002

Unregistered Marks

DOCTORS ON SIGHT OPTOMETRISTS & Design



CHAR1\1419324v6