

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367199

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QualSight, Inc.		12/15/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	QualSight, LLC		
Street Address:	9525 W. Bryn Mawr Avenue		
Internal Address:	Suite 725		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3493730	QUALSIGHT	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	615-850-8742		
Email:	trademarkdocket@wallerlaw.com		
Correspondent Name:	Julian L. Bibb IV		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 2700		
Address Line 4:	NASHVILLE, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	030692.55302 QUALSIGHT		
NAME OF SUBMITTER:	Julian L. Bibb IV		
SIGNATURE:	/Julian L. Bibb IV/		
DATE SIGNED:	12/28/2015		
Total Attachments: 2			
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OP \$40.00 3493730

**ASSIGNMENT OF SERVICE MARK, SERVICE MARK REGISTRATION
AND ACCOMPANYING GOODWILL**

Effective as of December 15, 2015 (the "Effective Date"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, QualSight, Inc., a Delaware corporation with principal offices formerly located at 945 W. George Street, Suite 210, Chicago, Illinois 60657 ("Assignor"), does hereby assign, transfer and convey to QualSight, LLC, a Delaware limited liability company with principal offices at 9525 W. Bryn Mawr Avenue, Suite 725, Rosemont, Illinois 60018 (the "Assignee"), all of Assignor's worldwide rights, title and interest in and to the service mark **QUALSIGHT** (the "Mark"), all pending applications and registrations for the Mark, including without limitation the United States registration identified in Schedule A attached hereto, any renewals or extensions of such registrations, and all rights therein and thereto in any country or locality worldwide, together with the goodwill which is symbolized by the Mark and the resulting right to recover damages and profits for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

~~Assignor agrees to execute and deliver at the request of Assignee, any papers, instruments and assignments reasonably necessary to vest in Assignee all of Assignor's right, title and interest in and to the Mark and the application(s) and registration(s) therefor and/or to provide evidence to support such assignment in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.~~

The terms of this Assignment are subject to the terms of that certain Asset Purchase Agreement dated November 6, 2015 (the "Controlling Agreement"). This Assignment is not intended to alter the rights or obligations of the parties as set forth in the Controlling Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Controlling Agreement, the parties hereto agree that the terms of the Controlling Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this document to be signed by a duly authorized representatives as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

QualSight, Inc

QualSight, LLC

By: 

By: 

Name: Linck Bascomb

Name: Ben Cook

Title: President

Title: President and Chief Executive Officer

SCHEDULE A
TO
ASSIGNMENT OF SERVICE MARK, SERVICE MARK REGISTRATION
AND ACCOMPANYING GOODWILL

	MARK	COUNTRY	REGISTRATIO N NO.	REGISTRATION DATE	GOODS/SERVICES
1.	QUALSIGHT	United States	3493730	August 26, 2008	Medical benefits administration and management services in the field of eye care, namely administration of employee benefit plans (Class 36)

4852-5353-0923