

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unitedhealth Group Incorporated		03/31/2016	Corporation: MINNESOTA
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	
Registration Number:	4369247	EYE FIT VISION CENTERS	
Registration Number:	4617881	EYE FIT VISION CENTERS	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	037909-11		
NAME OF SUBMITTER:	F. Emmett Weindruch		
SIGNATURE:	/few/		
DATE SIGNED:	05/18/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of March 31, 2016 (the "Effective Date"), is by and among UNITEDHEALTH GROUP INCORPORATED, a Minnesota corporation ("Assignor"), and CAPITAL VISION SERVICES, LP, a Delaware limited partnership with its principal place of business at 1950 Old Gallows Road, Suite 520, Vienna, Virginia 22182 ("Assignee").

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of all the trademarks and domain names identified on Schedule A hereto (the "Assignor Marks" and "Assignor Domain Names," respectively);

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement by and among Specialty Benefits, LLC ("Specialty Benefits"), Assignee and the other parties named therein, dated as of February 12, 2016 (the "Purchase Agreement"), Assignee purchased certain assets used by Specialty Benefits in connection with the operation of certain eye care centers, including but not limited to the Assignor Marks and Assignor Domain Names;

WHEREAS, pursuant to the terms of the Purchase Agreement, Specialty Benefits agreed to cause Assignor to assign the Assignor Marks and Assignor Domain Names to Assignee; 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 the Assignor Marks and Assignor Domain Names.

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 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, and all obligations related thereto, 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 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 2. Assignment of the Assignor Domain Names.

(a) Assignor hereby assigns and transfers to Assignee and shall cause The Pita Group, and their respective successors and assigns to assign and transfer all of their right, title and worldwide interest,

in and to the Assignor Domain Names, and all obligations related thereto, including (i) the right to enforce all rights in the Assignor Domain Names; (ii) the rights to all income derived from the Assignor Domain Names, including the right to all unpaid royalties with respect to the use of any such Domain Names; and (iii) any and all interests, claims, and rights for damages, profits, and other awards by reason of any past, present, and future infringement, unauthorized use, misappropriation, or other violation of the Assignor Domain Names. Assignee hereby receives, acquires, and accepts all right, title, and worldwide interest, in and to the Assignor Domain Names.

(b) Assignor agrees to and shall cause The Pita Group, and their respective successors and assigns to initiate on the Effective Date and promptly complete thereafter all steps necessary to transfer the Assignor Domain Names to Assignee. Assignor further agrees to and shall cause The Pita Group, and their respective successors and assigns to cooperate with the respective registrar for the Assignor Domain Names and with Assignee to transfer their respective ownership and registration for the Assignor Domain Names to Assignee.

Section 3. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


Section 4. 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 5. 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.

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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.

CAPITAL VISION SERVICES, LP

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

UNITEDHEALTH GROUP INCORPORATED

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, LP

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

UNITEDHEALTH GROUP INCORPORATED

By: Richard J. Mattera
Name: RICHARD J. MATTERA
Title: Sr. Deputy General Counsel and
Assistant Secretary

SCHEDULE A

A. Assignor Domain Names

Domain Name	Registrant
eyefitvisioncenters.com	The Pita Group
eyefitvisioncenters.co	The Pita Group
eyefitvisioncenters.net	The Pita Group
eyefitvisioncenters.org	The Pita Group
eyefitvision.com	The Pita Group
eyefitvision.net	The Pita Group
eyefitvision.org	The Pita Group

B. Assignor Marks

Registered Marks

Mark	Country	Reg. No.	Reg. Date	Serial No.	App. Date.	Owner
EYE FIT VISION CENTERS	US	4,369,247	7/16/2013	85/435,571	9/29/2011	UnitedHealth Group Incorporated
EYE FIT VISION CENTERS	US	4,617,881	10/7/2014	85/492,094	12/9/2011	UnitedHealth Group Incorporated

Any Common Law Rights of Assignor in the Following Unregistered Marks

EYE FIT VISION CENTERS & Design



EYEFIT VISION CENTERS

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