

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413537

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LENSAR, LLC		12/16/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LENSAR, INC.		
Street Address:	2800 Discovery Drive		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32826		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86737820	INTELLIAXIS	
Registration Number:	5105704	STREAMLINE	
Registration Number:	4909761	CLU CATARACT LASER UNIVERSITY	
Registration Number:	4797108	CATARACT LASER UNIVERSITY	
Registration Number:	4502613	LENSAR CATARACT LASER WITH AUGMENTED REA	
Registration Number:	4502612	LENSAR	
Registration Number:	3887090	LENSAR	
CORRESPONDENCE DATA			
Fax Number:	2024293902		
<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:	2024293000		
Email:	IPDocketing@steptoe.com		
Correspondent Name:	Steptoe & Johnson LLP		
Address Line 1:	1330 Connecticut Avenue, NW		
Address Line 4:	Washington, D.C. 20036		
NAME OF SUBMITTER:	Rachel M. Hofstatter		
SIGNATURE:	/Rachel M. Hofstatter/		
DATE SIGNED:	01/25/2017		

CH \$190.00 86737820

Total Attachments: 9

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COPYRIGHT AND TRADEMARK ASSIGNMENT AGREEMENT

This Copyright and Trademark Assignment Agreement (this "Assignment"), is made and entered into as of December 16, 2016, by and between LENSAR, LLC, a Delaware limited liability company (the "Assignor"), and LENSAR, Inc., a Delaware corporation (the "Assignee").

WHEREAS, Assignor, Assignee and Alphaeon Corporation, a Delaware corporation, are parties to that certain Asset Purchase Agreement, entered into as of December 16, 2016 (the "Purchase Agreement"), pursuant to which, among other things, Assignor agreed to sell, assign, transfer, convey and deliver to Assignee substantially all of the assets of Assignor, including (i) the United States, state and foreign trademarks set forth on Exhibit A attached hereto and any United States, state or foreign service marks, trade names, brand names, designs, logos, slogans, moral rights and general intangibles of like nature, whether registered or unregistered, that are related to the Business (the "Trademarks"), and (ii) the United States and foreign copyrights, copyrightable works and mask works, whether registered or unregistered, that are related to the Business (the "Copyrights");

WHEREAS, Assignor now wishes to assign the Trademarks and Copyrights to Assignee, and Assignee is desirous of acquiring the Trademarks and Copyrights, and all registrations and pending applications thereof, from Assignor; and

WHEREAS, the execution and delivery of this Assignment is an obligation of Assignor and Assignee under the Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Definitions**. All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. **Trademarks**. Subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, in perpetuity, all of Assignor's right, title and interest in and to (i) the Trademarks, (ii) any and all other proprietary, intellectual property and other rights relating to any of the Trademarks, including all registrations and pending applications thereof and all goodwill of the business symbolized by the Trademarks, and (iii) any right to sue, and collect and retain, damages and/or profits for past, present and future infringements of the Trademarks.

3. **Copyrights**. Subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, in perpetuity, all of Assignor's right, title and interest in and to (i) the Copyrights, (ii) any and all other proprietary, intellectual property and other rights relating to any of the Copyrights, including moral rights, statutory, common law and contractual rights, in, to and under the Copyrights, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Copyrights are renewed, granted, reissued or extended as fully and entirely as the same would have been held and enjoyed

by Assignor if this Assignment had not been made, and (iii) the right to sue, counterclaim, and recover for past, present and future infringement of the Copyrights.

4. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the US Patent and Trademark Office, the Register of Copyrights of the US Copyright Office and any other governmental officials of any jurisdiction to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Trademarks and Copyrights are properly assigned to Assignee, or any assignee or successor thereto.

5. Terms of the Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

6. Counterparts. Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original and shall be valid and binding upon Assignee and Assignor, and all of which together shall constitute one and the same instrument. Any signature page delivered via fax or electronic mail shall be binding to the same extent as an original signature page.

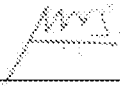
7. Governing Law. This Assignment and the legal relationships between the parties hereto in connection with this Assignment and the negotiations hereof shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflict of laws rules thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date first above written.

ASSIGNOR:

LENSAR, LLC

By:  _____

Name: Murthy Simhambhatla

Title: CEO, ALPHAEON, Member and Manager of
Lensar, LLC

ASSIGNEE:

LENSAR, INC.

By: 

Name: Nick T. Crotts

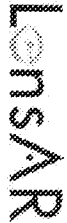

Title: CEO


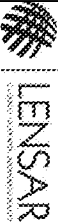
EXHIBIT A

MARKS

See attached.

U.S. Federal Trademarks

Mark	Serial/Registration Number	Filing/Registration Date	Goods/ Services	Owner	Status	Next Action/Comments
	Serial No. 76/697,481	Filing Date 5/19/2009	Int'l Cl. 10 - Surgical apparatus and instruments for use in ophthalmic surgery	LENSAR, LLC	Abandoned	
	Serial No. 76/697,482	Filing Date 5/19/2009	Int'l Cl. 44 - medical services in the field of ophthalmology Int'l Cl. 10 - Surgical apparatus and instruments for use in ophthalmic surgery	LENSAR, LLC	Abandoned	
						

Mark	Serial/Registration Number	Filing/Registration Date	Goods/ Services	Owner	Status	Next Action/Comments
LENSAR	Serial No. 77/168,337	Filing Date 4/28/2007	Int'l Cl. 44 - medical services	LENSAR, LLC	Abandoned	
LENSAR	Serial No. 77/688,544 Reg. No. 3,887,090	Filing Date 3/11/2009 Reg. Date 12/7/2010	Int'l Cl. 10 - surgical apparatus and instruments for use in ophthalmic surgery	LENSAR, LLC	Registered	Declaration of Use filed 11/8/2016 Renewal due 12/7/2020
LENSAR CATARACT LASER WITH AUGMENTED REALITY	Serial No. 85/761,764	Filing Date 10/23/2012	Int'l C. 10 - surgical apparatus and instruments for use in ophthalmic surgery	LENSAR, LLC	Registered	
3D-CSI	Serial No. 85/233,683	Filing Date 2/3/2011	Int'l Cl. 10 - medical devices, namely, ophthalmic biometric devices used to image and measure the anatomy of the eye	LENSAR, LLC	Abandoned	
	Serial No. 85/761,756 Reg. No. 4,502,612	Filing Date 10/23/2012 Reg. Date 3/25/2014	Int'l Cl. 10 - surgical apparatus and instruments for use in ophthalmic surgery	LENSAR, LLC	Registered	Declaration of Use due 3/25/2020
	Serial No. 85/761,764 Reg. No. 4,502,613	Filing Date 10/23/2012 Reg. Date 3/25/2014	Int'l Cl. 10 - surgical apparatus and instruments for use in ophthalmic surgery	LENSAR, LLC	Registered	Declaration of Use due 3/25/2020

CLU CATARACT LASER UNIVERSITY	Serial No. 86/449,099	Filing Date 11/9/2014	Int'l Cl. 41 - Educational services, namely, providing training for medical professionals and others in the field of cataract surgery and in the use and operation of ophthalmological surgical tools and equipment	LENSAR, LLC	Allowed	Registered 3/1/2016	Declaration of Use due 3/1/2020
	Reg. No. 4909761						
STREAMLINE	Serial No. 86/563,388	Filing Date 3/13/2015	Int'l Cl. 9 - Software for use with surgical apparatus and instruments in ophthalmic surgery	LENSAR, LLC	Published	Statement of Use Accepted 11/18/2016	
CATARACT LASER UNIVERSITY	Serial No. 86/587,290	Filing Date 4/3/2015	Int'l. Cl. 41 - Educational services, namely, providing training for medical professionals and others in the field of cataract surgery and in the use and operation of ophthalmological surgical tools and equipment.	LENSAR, LLC	Registered (Supp. Reg.)	Declaration of Use due 8/18/2021	
	Reg. No. 4,797,108	Reg. Date 8/18/2015					

Mark	Serial/Registration Number	Filing/Registration Date	Goods/ Services	Owner	Status	Next Action/Comm
INTELLIAXIS	Serial No. 86/737,820	Filing Date 8/26/2015	Int'l Cl. 42 - non-downloadable software for the positioning or delivery of laser incisions in the structures of the eye	LENSAR, LLC	Pending	None: awaiting examination

U.S. State and International Trademarks

Mark	Country	Serial No. and Filing Date	Goods/ Services	Owner	Status	Next Action/Comm
INTELLIAXIS	Brazil	910679746 2/25/2016	Int'l Cl. 42 - non-downloadable software for the positioning or delivery of laser incisions in the structures of the eye	LENSAR, LLC	Published	
INTELLIAXIS	Hong Kong	303696201 2/25/2016	Int'l Cl. 42 - non-downloadable software for the positioning or delivery of laser incisions in the structures of the eye	LENSAR, LLC	Published	

INTELLIAXIS	Int'l Registration-Madrid Protocol Only	A0056877 2/24/2016	Int'l Cl. 42 - non-downloadable software for the positioning or delivery of laser incisions in the structures of the eye	LENSAR, LLC	Pending	
INTELLIAXIS	Malaysia	2016001887 2/25/2016	Int'l Cl. 42 - non-downloadable software for the positioning or delivery of laser incisions in the structures of the eye	LENSAR, LLC	Pending	
INTELLIAXIS	Taiwan	105010594 2/26/2016	Int'l Cl. 42 - non-downloadable software for the positioning or delivery of laser incisions in the structures of the eye	LENSAR, LLC	Pending	
STREAMLINE	Brazil	909943931 9/3/2015	Int'l Cl. 9 - Software for use with surgical apparatus and instruments in ophthalmic surgery	LENSAR, LLC	Pending	
STREAMLINE	Hong Kong	303517948 8/26/2015	Int'l Cl. 9 - Software for use with surgical apparatus and instruments in ophthalmic surgery	LENSAR, LLC	Pending	Registered 8/26/2015 Renewal due 8/25/2025
STREAMLINE	WIPO Countries designated: EU, Int'l Registration -Madrid Protocol Only Switzerland, Turkey, China, the Philippines, India, Australia, New Zealand, Japan, Mexico and Russian Federation	A0052708 8/25/2015	Int'l Cl. 9 - Software for use with surgical apparatus and instruments in ophthalmic surgery	LENSAR, LLC	Pending	Japan and Turkey Abandoned, the others are Registered

STREAMLINE	Malaysia	2015009085 9/3/2015	Int'l Cl. 9 - Software for use with surgical apparatus and instruments in ophthalmic surgery	LENSAR, LLC	Abandoned	
STREAMLINE	Taiwan	Unfiled; awaiting filing with the priority documents	Int'l Cl. 9 - Software for use with surgical apparatus and instruments in ophthalmic surgery	LENSAR, LLC	Registered	Registered 7/16/2016 Renewal due 7/15/2026