

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southwestern Eye Center, Ltd.		04/04/2017	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Focal Management, LLC		
Street Address:	One Sansome Street, 37th Floor		
Internal Address:	c/o H.I.G. Capital, LLC		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1633570		
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312.372.2000		
Email:	umattsson@mwe.com, cvicino@mwe.com		
Correspondent Name:	Ulrika E. Mattsson		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	444 West Lake Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
NAME OF SUBMITTER:	Ulrika E. Mattsson		
SIGNATURE:	/Ulrika E. Mattsson/		
DATE SIGNED:	04/05/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of April 4, 2017.

WHEREAS, Southwestern Eye Center, LTD., an Arizona corporation (the "Company"), is the owner of the trademark set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Trademark");

WHEREAS, the Company has agreed to transfer all of its right, title and interest in and to Focal Management, LLC, a Delaware limited liability company (the "Purchaser"), and the Purchaser has agreed to accept such assignment, on the terms and conditions more particularly set forth in that certain Equity Purchase Agreement (the "Purchase Agreement"); dated as of the date hereof by and among the Company and the Purchaser;

WHEREAS, in connection with the Purchase Agreement, the Company has agreed to transfer substantially all of the assets of the business to which the Trademark relate, and that business is ongoing; and

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of each of the Company's right, title and interest in and to the Trademark to the Purchaser.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Company and the Purchaser hereby agree as follows:

1. The Company hereby conveys, assigns, sells and transfers to Purchaser, its successors and permitted assigns, the Company's entire right, title and interest in and to the Trademark, and all of the goodwill of the business associated with the Trademark, together with that portion of the business to which the Trademark pertain, and all registrations and pending applications for the Trademark, any renewals of the registrations, in all countries throughout the world, to be held and enjoyed by the Company for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life and/or term of the Trademark, as applicable, to be used as fully and entirely as such rights would have been held and enjoyed by such Company had this Assignment not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the rights to receive and retain the proceeds relating to those infringements.

2. The Company requests that the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner") record this Trademark Assignment. Purchaser will pay the initial government filing fees associated with the recordation request and any attorney fees associated with the preparation and filing of the recordation request. The Company further requests that the Commissioner issue any and all renewals and registrations resulting from applications to the Purchaser.

3. The Company agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation) reasonably requested by Purchaser and

to do such other acts as may be reasonably necessary or requested by the Purchaser to vest full title in and to the Trademark in the Purchaser or which may be necessary to obtain, renew, issue or enforce the Trademark. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Company and the Purchaser.

4. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

5. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the Company and the Purchaser. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.


6. No waiver, modification or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

[Signature page follows]

IN WITNESS WHEREOF, the Company and the Purchaser have caused this Trademark Assignment to be executed as of the date first set forth above.


COMPANY:

Southwestern Eye Center, LTD.

By: 
Name: Shana Armstrong
Title: CEO

PURCHASER:


Focal Management, LLC

By: 
Name: Shana Armstrong
Title: CEO of LCB Health Holdings

[Signature Page to Trademark Assignment]

SCHEDULE A

Trademark

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner Information
 Southwestern Eye Center	74042008 (March 26, 1990)	1633560 (January 29, 1991)	Southwestern Eye Center, LTD. (Arizona Corp.) Mesa, California