

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426445

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vital Art and Science, LLC		04/21/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Montgomery Capital Partners II, LP		
Street Address:	2500 Dallas Parkway		
Internal Address:	Suite 300		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75093		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85684299	MYVISIONTRACK	
Serial Number:	86353472	MVT	
Registration Number:	4805761	HOME VISION MONITOR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	214-740-4028		
Email:	summer.allen@wickphillips.com		
Correspondent Name:	Summer Allen		
Address Line 1:	3131 McKinney Avenue		
Address Line 2:	Suite 100		
Address Line 4:	Dallas, TEXAS 75204		
NAME OF SUBMITTER:	Summer Allen		
SIGNATURE:	/Summer Allen/		
DATE SIGNED:	05/05/2017		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”), dated as of April 21, 2017, is executed by Vital Art and Science, LLC, a Texas limited liability company (together with its permitted successors and assigns, the “Company”), in favor of Montgomery Capital Partners II, LP, a Texas limited partnership (the “Secured Party”).

Recitals

A. Reference is made to the Security Agreement, dated as of the date hereof (as amended, restated modified or otherwise supplemented from time to time, the “Security Agreement”), executed by the Company, along with certain of its affiliates, in favor of the Secured Party; and

B. The Company owns the registered patents and trademarks and applications therefor more particularly described on Schedules A and B, respectively, annexed hereto as part hereof (collectively, the “Intellectual Property”).

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby further grant to Secured Party a security interest in the Intellectual Property to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement.

1. The Company hereby represents that Schedules A and B hereto contain a complete list, as of the date hereof, of registrations or applications for registration of patents and trademarks in or to which the Company has any right, title, interest, claim or demand. After the date hereof, the Company shall provide the Secured Party with prompt written notice of any addition or change to Schedule A or B necessary to maintain the completeness or accuracy of such schedule. The Company shall execute any amendments, supplements or restatements of this Agreement as the Secured Party may reasonably request in order to perfect or maintain the Secured Party’s lien in the Intellectual Property.

2. The Company hereby grants to the Secured Party a security interest to secure the prompt payment, performance and observance of the Obligations, in all right, title and interest of the Company in and to all Intellectual Property, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Promissory Note, dated as of the date hereof, executed by the Company in favor of the Secured Party.

3. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property granted hereby are more fully set forth in the Security Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed as of the day and year first written above.

VITAL ART AND SCIENCE, LLC

By: Michael B. Bartlett
Name: Michael B. Bartlett
Title: President

{Intellectual Property Security Agreement}

TRADEMARK
REEL: 006053 FRAME: 0400

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Application No.	Patent No.	Title	Status	Filed	Issued
14203080	9186293	VISION MEASUREMENT AND TRAINING SYSTEM AND METHOD OF OPERATION THEREOF	Issued	3/10/2014	11/17/2015
11679564	8668334	VISION MEASUREMENT AND TRAINING SYSTEM AND METHOD OF OPERATION THEREOF	Issued	2/27/2007	3/11/2014
14928129		VISION MEASUREMENT AND TRAINING SYSTEM AND METHOD OF OPERATION THEREOF	Pending	10/30/2015	
12434279	8066376	DYNAMIC SHAPE DISCRIMINATION VISION TEST	Issued	5/1/2009	11/29/2011
13319305	9155461	SHAPE DISCRIMINATION VISION ASSESSMENT AND TRACKING SYSTEM	Issued	11/7/2011	10/13/2015
15403656		SHAPE DISCRIMINATION VISION ASSESSMENT AND TRACKING SYSTEM	Pending	01/11/2017	
14849682		SHAPE DISCRIMINATION VISION ASSESSMENT AND TRACKING SYSTEM	Pending	9/10/2015	
14690100	9498118	HANDHELD VISION TESTER AND CALIBRATION THEREOF	Issued	4/17/2015	11/22/2016
14690110	9345401	HANDHELD VISION TESTER AND CALIBRATION THEREOF	Issued	4/17/2015	5/24/2016
13319317	9033508	HANDHELD VISION TESTER AND CALIBRATION THEREOF	Issued	5/7/2010	5/19/2015
14785807	9629538	CONTOUR INTEGRATION PERIMETRY VISION TEST	Issued	10/20/2015	4/25/2017

SCHEDULE B

TRADEMARKS

Mark	Application No.	Reg. No.	Reg. Date	Status
MYVISIONTRACK®	US 85684299	4475788	1/29/2014	Issued, Active
mVT®	US 86353472	4749662	6/02/2015	Issued, Active
Home Vision Monitor®	US 86567654	4805761	9/1/2015	Issued, Active