

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440297

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kristen K Williams		08/01/2017	INDIVIDUAL:
KMI Surgical, LTD.		08/01/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sharn, Inc.		
<b>Street Address:</b>	4517 George Road		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33634		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5092498	EYEGARD LITE	
<b>Registration Number:</b>	4111339	EYEGARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125212875		
<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>			
<b>Phone:</b>	3125212775		
<b>Email:</b>	ipdocket@muchshelist.com		
<b>Correspondent Name:</b>	ADAM K SACHAROFF		
<b>Address Line 1:</b>	191 N Wacker Drive, Suite 1800		
<b>Address Line 2:</b>	MUCH SHELIST, PC		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	ADAM K SACHAROFF		
<b>SIGNATURE:</b>	/aks/		
<b>DATE SIGNED:</b>	08/23/2017		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is entered into as of August 1, 2017, by and among Sharn, Inc., a Florida corporation (“**Assignee**”), KMI Surgical, Ltd., a Delaware corporation (“**Assignor**”), and Kristen K. Williams, the sole shareholder of Seller (the “**Shareholder**”). Buyer, Seller, and Shareholder are referred to collectively herein as the “**Parties.**”

### RECITALS

**A.** Concurrent herewith Assignor and Assignee are entering into that certain Asset Purchase Agreement dated as of July 27, 2017 (the “**Asset Purchase Agreement**”) relating to the purchase and sale of the Purchased Assets. Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Asset Purchase Agreement.

**B.** This Assignment is being executed and delivered pursuant to the Asset Purchase Agreement whereby the Assignor is assigning all of its right, title, and interest in and to any and all registered or unregistered patents, trademarks, copyrights, domain names and any pending applications, inventions, software, source code, trade names, service marks, logos, web site pages, encryption codes, and documentation and all copies and tangible embodiments of the foregoing, to the extent included in the Purchased Assets (as defined in the Asset Purchase Agreement), including but not limited to any intellectual property set forth on Exhibit A attached hereto and incorporated herein (collectively, “**Purchased IP Assets**”).

### CLAUSES

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which Assignor specifically acknowledges, Assignor assigns, transfers and sells the Purchased IP Assets to Assignee and the Parties further agree as follows:

**1. Governmental Authority Definitions.** For purposes of this Assignment, the following terms will have the following meanings: (a) the term “**United States**” will mean the United States of America, and all geographical territories and subdivisions of the United States of America; (b) the term “**Other Nations**” will mean each country, principality or other independent territory and each subdivision thereof, which is not a part of the United States; (c) the term “**Supra-National Authority**” will mean the European Union, the United Nations, the World Court, the World Intellectual Property Organization, the Commonwealth, the North Atlantic Treaty Organization, the General Agreement on Tariffs and Trade, the Berne Convention, the North American Free Trade Agreement and all other multi-national authorities or treaties which have or may have from time to time jurisdiction over any of the Parties to or any performance under this Assignment; and (d) the term “**Governmental Authority**” will mean any subdivision, agency, branch, court, administrative body, legislative body, judicial body, alternative dispute resolution authority or other governmental institution of (i) the United States, (ii) any state, municipality, county, parish, subdivision or territory of the United States, (iii) all Other Nations, (iv) any state, territory, county, province, municipality, parish or other subdivision of any Other Nations, and (v) all Supra-National Authorities.

2. **Assignment of Purchased IP Assets.** Through this instrument and effective as of the Closing, Assignee purchases and Assignor transfers, assigns and conveys to Assignee, all of the Purchased IP Assets including, without limitation, all goodwill associated with the Purchased IP Assets in the United States and all Other Nations. All of the Purchased IP Assets shall be conveyed to Assignee on the Closing free and clear of all liens, titles, claims, encumbrances, charges, security interests or other interests of any nature or type or other restrictions whatsoever.

3. **Grant of Rights to Purchased IP Assets.** Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the United States and all Other Nations, Assignor's right, title and interest (legal, equitable, use and otherwise) in and to the Purchased IP Assets, including but not limited to (a) the right to record the assignments made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any Governmental Authority throughout the world; (b) the right to sue for, collect and retain damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (c) rights to distribute, copy, reproduce, display, rent, lend, lease, license and preclude others from using the Purchased IP Assets in all media (now or subsequently existing) and languages (human or computer).

4. **No Retained Rights.** The Parties specifically agree that Assignor is not retaining any ownership, copyright, trademark, patent or other intellectual property right or any right, title or interest whatsoever in the Purchased IP Assets, and upon execution, this Assignment shall constitute a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) in the Purchased IP Assets, whether currently existing or arising or recognized in the future to Assignee. Assignor further acknowledges and agrees that the Purchased IP Assets constitute the sole and exclusive property of Assignee. The foregoing shall not be construed to affect any licenses granted by Assignee to Assignor in the Asset Purchase Agreement.

5. **Further Instruments.** Assignor shall execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Purchased IP Assets as set forth in this Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office or Governmental Authority, or otherwise to give notice or evidence of Assignee's exclusive rights to the Purchased IP Assets and all claims or rights thereunder. Assignor further agrees to cooperate with Assignee and to follow Assignee's instructions in order to effectuate the transfer of the domain names in a timely manner. Specifically, Assignor agrees to prepare and transmit any and all documents required by the registrar to complete the transfer and/or to correspond with the appropriate entity to authorize the transfer of the domain names, as well as to take whatever other steps are necessary to effectuate this transfer. Specifically, Assignor will respond to any e-mail's or other correspondence requesting authorization to transfer the domain names in the affirmative immediately after execution of this Assignment.

6. **Authorization.** In addition to the representations and warranties of the Assignor set forth in the Asset Purchase Agreement, Assignor represents and warrants that they have full power and authority: (a) to enter into this Assignment; (b) to grant to Assignee all rights in and to the Purchased IP Assets; and (c) to perform all of its obligations under this Assignment. Assignor further represents and warrants that they have taken all corporate actions necessary to authorize the preceding. Except for the foregoing and Section 5 hereof, nothing in this Assignment shall impair, diminish or expand

any of the rights or obligations of any of the parties to the Asset Purchase Agreement, as set forth therein, except as explicitly set forth in Section 2 hereof.

7. **Notices.** All notices concerning this Assignment shall be given in writing in accordance with the Asset Purchase Agreement.

8. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor as well as their respective successors. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument which concerns or affects the subject matter of this Assignment.

9. **Complete Understanding.** This Assignment constitutes the complete understanding among the Parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument which both Parties sign. This Assignment supersedes any prior understandings, written agreements or oral arrangements among the Parties which concerns the subject matter of this Assignment.

10. **Applicable Law.** The laws of the state of Delaware (without regard to its conflicts of law principles) will govern all aspects of this Assignment, irrespective of the fact that one of the Parties now is or may become a resident of a different state or country. The Parties acknowledge the aforesaid courts will have exclusive jurisdiction over this Assignment, and specifically waive any claims which they may have that involve jurisdiction or venue, including but not limited to forum non conveniens. Service of process for any claim which arises under this Assignment shall be valid if made in accordance with the notice provisions set forth in Section 7 above. If service of process is made as aforesaid, the party served agrees that such service shall constitute valid service, and specifically waives any objections the party served may have under any state or federal law or rule concerning service of process. Service of process in accordance with this Section shall be in addition to and not to the exclusion of any other service of process method legally available.

11. **Severability.** If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

12. **Waiver.** A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

[Remainder of page intentionally left blank – signature pages follow]

IN WITNESS WHEREOF, Assignor, and Assignee have executed this Agreement as of the date first written above.

**ASSIGNOR:**

KMI SURGICAL, LTD.

By:  \_\_\_\_\_

Name: Kristen K. Williams

Title: President

**SHAREHOLDER:**

 \_\_\_\_\_

Kristen K. Williams, individually

**ASSIGNEE:**

SHARN, INC.

By: \_\_\_\_\_

Name:

Title:

7950106

IN WITNESS WHEREOF, Assignor, and Assignee have executed this Agreement as of the date first written above.

**ASSIGNOR:**

KMI SURGICAL, LTD.

By: \_\_\_\_\_  
Name: Kristen K. Williams  
Title: President

**SHAREHOLDER:**

\_\_\_\_\_  
Kristen K. Williams, individually

**ASSIGNEE:**

SHARN, INC.

By: \_\_\_\_\_  
Name: *Eugene Babcock*  
Title: *CEO*

EXHIBIT A

Intellectual Property

**PATENTS**

	<b>Application Number</b>	<b>Application Filing Date</b>	<b>Title</b>	<b>Patent Number</b>	<b>Issuance Date</b>
1	PCT/US2016/057789	October 20, 2016	Eyelid Closure Patch		
2	US15298281	October 20, 2016	Eyelid Closure Patch		
3	US62244424	October 21, 2015	Eyelid Closure Patch		

**TRADEMARKS**

	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Live/Dead</b>
1	86755600	5092498	EYEGARD LITE	LIVE
2	85355049	4111339	EYEGARD	LIVE