

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schaeffer Eye Center, Inc.		11/20/2017	Professional Corporation: ALABAMA
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: 4			
Property Type	Number	Word Mark	
Registration Number:	3422721	STARFRAMES	
Registration Number:	2886083		
Serial Number:	85626835	EVOLVE YOUR EYES	
Serial Number:	77260364	STARFRAMES.COM	
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:	9192868000		
Email:	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 Carrington Mill Blvd., Suite 400		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	037909.011		
NAME OF SUBMITTER:	F. Emmett Weindruch		
SIGNATURE:	/FEW/		
DATE SIGNED:	12/11/2017		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of November 20, 2017 (the "Effective Date"), is by and between SCHAEFFER EYE CENTER, INC., an Alabama professional corporation ("Assignor"), and CAPITAL VISION SERVICES, LP, a Delaware limited partnership ("Assignee"). Capitalized terms used herein that are not otherwise defined shall have the definitions set forth in Schedule A hereto.

RECITALS

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of October 1, 2017, by and among Assignor, Assignee and the other parties named therein (the "Purchase Agreement"), Assignee purchased certain assets from Assignor, including all Intellectual Property owned by Assignor and used in connection with the operation of Assignor's eighteen (18) eye care facilities (the "Assignor Intellectual Property");

WHEREAS, the Assignor Intellectual Property includes, but is not limited to, the Marks, Websites, and Accounts identified on Schedule B hereto (the "Assignor Marks," "Assignor Websites," and "Assignor Accounts," respectively); 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 Intellectual Property.

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 Websites.

(a) Assignor hereby irrevocably sells, assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all liens, all right, title, and interest in and to the Assignor Websites, including but not limited to all worldwide intellectual property and other proprietary rights therein.

(b) Assignor agrees to initiate on the Effective Date and promptly complete thereafter all steps necessary to transfer all of the domain names listed on Schedule B to Assignee. Assignor further agrees to cooperate with the respective registrar for such each domain name and with Assignee to transfer its respective ownership of and registration for each such domain name to Assignee.

Section 2. Assignment of the Assignor Marks.

(a) Assignor hereby irrevocably sells, assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all liens, all right, title and worldwide interest, in and to the Assignor Marks, 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 3. Assignment of the Assignor Accounts.

(a) Assignor hereby irrevocably sells, assigns and transfers unto Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all liens, all right, title, and interest in and to the Assignor Accounts, including but not limited to all worldwide intellectual property and other proprietary rights therein.

(b) Promptly after the Effective Date, but in any event within thirty (30) days, Assignor will provide to Assignee all usernames, passwords, and other login credentials necessary to access, use, and modify the Assignor Accounts.

Section 4. Assignment of the Assignor Intellectual Property. To the extent not otherwise assigned by Assignor pursuant to Sections 1, 2 and 3 of this Agreement, Assignor hereby irrevocably sells, assigns and transfers to Assignee and Assignee hereby receives, acquires and accepts, free and clear of all liens, all worldwide right, title, and interest in and to the Assignor Intellectual Property.

Section 5. Further Assurances. Following the Effective Date, upon Assignee's reasonable request and expense, Assignor shall use commercially reasonable efforts to take, or cause to be taken, all such actions and to do or cause to be done, all things, necessary, proper or advisable under applicable law or otherwise in order to consummate and make effective the assignment of the Assignor Intellectual Property to Assignee, including, without limitation, execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents reasonably necessary in connection therewith.

Section 6. Controlling Agreement. This Agreement is entered into in accordance with and is subject to all of the representations, warranties, covenants and other agreements set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Section 7. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 8. 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.

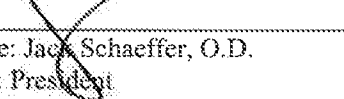
Section 9. Governing Law. This Agreement is to be governed by and construed in accordance the laws of the State of Delaware, without giving effect to the choice of law principles thereof, including all matters of construction, validity and performance.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

SCHAEFFER EYE CENTER, INC.

By: 
Name: Jack Schaeffer, O.D.
Title: President

ASSIGNEE:

CAPITAL VISION SERVICES, LP

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

SCHAEFFER EYE CENTER, INC.

By: _____
Name: Jack Schaeffer, O.D.
Title: President

ASSIGNEE:

CAPITAL VISION SERVICES, LP

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

SCHEDULE A

DEFINITIONS

“Accounts” shall mean those social media accounts identified on Schedule B attached hereto, including the applicable login credentials related thereto and any rights of Assignor to such Accounts and the content thereof, to the extent assignable.

“Marks” shall mean all statutory and common law trademarks, trade dress, service marks, logos, trade names, business names, and other word, name, design or symbol used to identify a business or the source of its goods or services, and the goodwill associated therewith, now existing or hereafter adopted or acquired, and all registrations and applications to register the same, under the laws of the United States or any other foreign country, for the full term and all renewals thereof.

“Patents” shall mean all issued U.S. and foreign patents and pending patent applications (and all patents that issue therefrom), patent disclosures, and any and all divisions, continuations, continuations-in-part, continuing prosecution applications, reissues and reexaminations thereof, for the full term thereof.

“Trade Secrets” shall mean any data or information that is not commonly known by or available to the public and which (a) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other Persons who can obtain economic value from its disclosure or use and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

“Know-How” shall mean ideas, designs, concepts, compilations of information, methods, techniques, procedures and processes, whether or not patentable.

“Copyrights” shall mean all works of authorship, regardless of the medium of fixation or means of expression, and all associated registrations and applications for registration, under the copyright laws of the United States or any other foreign country, for the full term and all renewals, extensions and restorations thereof.

“Websites” shall mean all websites that are operated, managed or controlled through domain names and URLs, whether on an exclusive or nonexclusive basis, including all content, elements, data, information, materials, hypertext markup language (HTML), software and code, works of authorship, textual works, visual works, aural works, audiovisual works and functionality embodied in, published or available through each such website, and all domain names and URLs associated with the foregoing, provided that such domain names and URLs shall not include IP addresses.

“Intellectual Property” shall mean all Marks, Copyrights, Websites, Patents, Trade Secrets, Know-How, Accounts, and all other worldwide intellectual property and proprietary rights therein.

SCHEDULE B


A. Assignor Websites.

The websites located at the following domain names:

- | | | |
|-------------------------------|---------------------------------|------------------------------|
| 1. birminghameye.com | 31. schaefferboutique.net | 61. schaeffersunframes.net |
| 2. schaeffereyecenter.net | 32. schaeffereyeboutique.com | 62. schaeffersunglasses.com |
| 3. schaeffereyecenter.org | 33. schaeffereyeboutique.info | 63. schaeffersunglasses.info |
| 4. schaeffereyeblog.com | 34. schaeffereyeboutique.net | 64. schaeffersunglasses.net |
| 5. schaeffereyes.com | 35. schaeffereyeshades.com | 65. schaeffersuns.com |
| 6. schaeffereyeweb.com | 36. schaeffereyeshades.info | 66. schaeffersuns.info |
| 7. schaeffereyeweb.net | 37. schaeffereyeshades.net | 67. schaeffersuns.net |
| 8. weblaservision.com | 38. schaeffereyestyles.com | 68. schaeffersunwear.com |
| 9. weblaservision.net | 39. schaeffereyestyles.info | 69. schaeffersunwear.info |
| 10. webschaeffer.com | 40. schaeffereyestyles.net | 70. schaeffersunwear.net |
| 11. webschaeffer.net | 41. schaeffereyesunframes.com | 71. schaefferweb.info |
| 12. schaeffereyeweb.info | 42. schaeffereyesunframes.info | 72. schaefferweb.net |
| 13. weblaservision.info | 43. schaeffereyesunframes.net | 73. webeyedoctor.info |
| 14. webschaeffer.info | 44. schaeffereyesunglasses.com | 74. webeyedoctor.net |
| 15. schaefferboutique.com | 45. schaeffereyesunglasses.info | 75. schaeffercontacts.com |
| 16. 1800schaeffer.com | 46. schaeffereyesunglasses.net | 76. alabamalipiflow.com |
| 17. 1800schaeffercontacts.com | 47. schaeffereyesuns.com | 77. birminghamlipiflow.com |
| 18. schaeffer1800contacts.com | 48. schaeffereyesuns.info | 78. lipiflowalabama.com |
| 19. schaefferchoice.com | 49. schaeffereyesuns.net | 79. lipiflowbirmingham.com |
| 20. eyeodmed.com | 50. schaeffereyesunwear.com | 80. alabamadryeye.com |
| 21. odehyemed.com | 51. schaeffereyesunwear.info | 81. alabamadryeyes.com |
| 22. optometrymd.com | 52. schaeffereyesunwear.net | 82. birminghamdryeye.com |
| 23. optometrymed.com | 53. schaeffershades.com | 83. birminghamdryeyes.com |
| 24. sec2020.com | 54. schaeffershades.info | 84. dryeyealabama.com |
| 25. schaeffervision.com | 55. schaeffershades.net | 85. dryeyebirmingham.com |
| 26. schaeffereye.com | 56. schaefferstyles.com | 86. dryeyesalabama.com |
| 27. starframes.com | 57. schaefferstyles.info | 87. dryeyesbirmingham.com |
| 28. schaeffereyewear.com | 58. schaefferstyles.net | 88. schaefferlaser.com |
| 29. schaeffervisionplan.com | 59. schaeffersunframes.com | 89. schaefferlaservision.com |
| 30. schaefferboutique.info | 60. schaeffersunframes.info | 90. schaeffereyecenter.com |

B. Assignor Marks.

1. Registered Marks

Mark	Country	Reg. No.	Reg. Date	Serial No.	App. Date.	Notes
STARFRAMES	U.S.A.	3422721	05/06/2008	77289155	09/26/2007	Active
EVOLVE YOUR EYES	U.S.A.	N/A	N/A	85626835	05/16/2012	Abandoned
STARFRAMES.COM	U.S.A.	N/A	N/A	77260364	08/21/2007	Abandoned
	U.S.A.	2886083	09/21/2004	76547906	09/29/2003	Active
EYECAREPLUS	U.S.A.	N/A	N/A	73833287	10/23/1989	Abandoned

2. Unregistered Marks

- (i) SCHAEFFER EYE CENTER
- (ii) EVOLVE YOUR EYES
- (iii) SCHAEFFER EYE CENTER and design



- (iv) EYE SEE and design



C. Assignor Accounts.

- 1. Seller's Facebook account located at: www.facebook.com/Schaeffer2020/
- 2. Seller's YouTube account located at: www.youtube.com/user/Schaeffer2020
- 3. Seller's Instagram account located at: www.instagram.com/schaeffer2020/
- 4. Sellers' Yelp Accounts located at:
 - www.yelp.com/biz/schaeffer-eye-center-birmingham-9
 - www.yelp.com/biz/schaeffer-eye-center-birmingham-5
 - www.yelp.com/biz/schaeffer-eye-center-birmingham-6
 - www.yelp.com/biz/schaeffer-eye-center-hoover-3

www.yelp.com/biz/schaeffer-eye-center-pelham
www.yelp.com/biz/schaeffer-eye-center-birmingham-13
www.yelp.com/biz/schaeffer-eye-center-birmingham-4
www.yelp.com/biz/schaeffer-eye-center-birmingham-7
www.yelp.com/biz/schaeffer-eye-center-trussville
www.yelp.com/biz/schaeffer-eye-center-irondale
www.yelp.com/biz/schaeffer-eye-center-birmingham-12
www.yelp.com/biz/schaeffer-eye-center-birmingham
www.yelp.com/biz/schaeffer-eye-center-birmingham-11
www.yelp.com/biz/jack-l-schaeffer-schaeffer-eye-center-vestavia-hills

5. Seller's Twitter account located at: twitter.com/schaeffer2020
6. Seller's Pinterest account located at: www.pinterest.com/pin/22377329375787048
7. Seller's Google+ account located at: plus.google.com/103171432149749096110