

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475425

<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>
C.E.I. Physicians, P.S.C., Inc.		05/15/2018	Corporation: OHIO
Northmark Medical Management, LLC,		05/15/2018	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CEI Vision Partners, LLC		
<b>Street Address:</b>	1945 CEI Drive		
<b>City:</b>	Blue Ash		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45242		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76570100	CEI	
<b>Serial Number:</b>	76570101	LEADERS IN EYE CARE, EXPERTS IN LASIK	
<b>Serial Number:</b>	86880349	NORTHMARK MEDICAL PARTNERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>	2129693000		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Jason Madden		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	34045-001		
<b>NAME OF SUBMITTER:</b>	Jason Madden		
<b>SIGNATURE:</b>	/Jason Madden/		
<b>DATE SIGNED:</b>	05/24/2018		
<b>Total Attachments: 7</b>			

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Agreement”) is made as of May 15, 2018 (the “Effective Date”), by and between C.E.I. Physicians, P.S.C., Inc., an Ohio corporation (“CEI”), and Northmark Medical Management, LLC, an Ohio limited liability company (“NMM,” and together with CEI, “Assignors”), and CEI Vision Partners, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, as of the Effective Date, Assignors are the owner of all right, title and interest in and to the trademarks and trade names set forth on Exhibit A attached hereto (the “Trademarks”); and

WHEREAS, CEI, on behalf of itself and NMM, as the sole member of NMM, and Assignee have, concurrently with this Agreement, entered into that certain Contribution Agreement, pursuant to which Assignors have agreed to, for the applicable consideration set forth in such agreement, sell, transfer, assign and convey to Assignee the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged:

1. Assignor hereby sells, assigns, transfers and conveys, free and clear of all liens, encumbrances and claims, to Assignee all right, title and interest in, to and under (a) the Marks, including, without limitation, all goodwill symbolized by the Marks or associated therewith, any and all common law rights thereof, any and all registrations and applications relating thereto, and any renewals and extensions thereof, (b) all income, royalties, damages, claims, payments and other proceeds now or hereafter due or payable with respect thereto, (c) all causes of action, in law, in equity or otherwise, for past, present or future infringement or other violations thereof, and (d) all rights corresponding to the foregoing throughout the world.

2. Assignor will execute all documents and assist in all proceedings to perfect, register or record the rights of the Assignee to the Marks as Assignee may reasonably deem necessary or appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

3. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable state within the United States or applicable countries outside the United States, to record this Assignment and issue such additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to Assignee, its successors and assigns.

4. This Agreement shall be governed by, construed, performed and enforced in accordance with the laws of the State of New York without regard to the conflicts of laws principles or rules of such state to the extent such principles or rules are not mandatorily

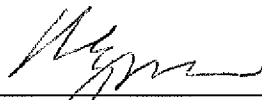
applicable by statute and would permit or require the application of the laws of another jurisdiction.

5. This Agreement may be executed (including, without limitation, by facsimile or other electronic transmission (e.g., portable data format)) with counterpart signature pages or in multiple counterparts, all of which shall collectively be considered one and the same agreement.

[Signatures on next page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by its duly authorized representatives on the Effective Date.

**CEI PHYSICIANS, P.S.C., INC.**



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Robert E. Foster, M.D.  
Chairman

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 006336 FRAME: 0160**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by its duly authorized representatives on the Effective Date.

**CEI VISION PARTNERS, LLC**



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Clyde Bell  
Manager

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 006336 FRAME: 0161**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by its duly authorized representatives on the Effective Date.

**NORTHMARK MEDICAL MANAGEMENT, LLC**



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Clyde Bell  
Manager

*[Signature Page to Trademark Assignment Agreement]*

**EXHIBIT A**  
**TRADEMARKS**

**Trademarks:**

<b>Trademark</b>	<b>Case Number, Country</b>	<b>SubCase, Case Type</b>	<b>Application Number, Filing Date</b>	<b>Registration Number, Registration Date</b>	<b>Status, Next Renewal</b>
CEI	CE5035TM0001 USA	02 ORD	76570100 01/14/2004	2918659 01/18/2005	Registered 01/18/2025
CEI Healthcare Partners	CE5035TM0001 USA	3 ORD	87785775 02/06/2018		Pending
CEI Vision Partners	CE5035TM0001 USA	4 ORD	87785768 02/06/2018		Pending
Leaders in Eye Care, Experts in Lasik	CE5035TM0001 USA	ORD	76570101 01/14/2004	2999770 09/27/2005	Registered 09/27/2025
Northmark Medical Partners	CE5035TM0001 USA	ORD	86880349 01/20/2016	5233409 06/27/2017	Registered 06/27/2027

**State Trade Name Registrations:**

<b>Name Registration</b>	<b>Application Number</b>	<b>Registration Date</b>	<b>Next Renewal</b>
The Hearing Services at Cincinnati Eye Institute	1838574 (OH)	02/24/2009	02/24/2019
Dayton Eye Laser Center	1113771 (OH)	11/05/1999	11/05/2019
Cincinnati Eye Laser Center	1113772 (OH)	11/05/1999	11/05/2019
Face & Eye Aesthetic Center	1961180 (OH)	09/03/2010	09/03/2020



Cincinnati Eye Institute	RN61328 (OH)	06/08/1981	06/08/2021
Dayton Eye Institute	RN235189 (OH)	06/19/1997	06/19/2022
Ophthalmic Centers of Excellence	RN235188 (OH)	06/19/1997	06/19/2022
Cincinnati Eye Institute of Northern Kentucky	0423367 (KY)	06/08/2004	06/08/2019
Northern Kentucky Eye Institute	0423367 (KY)	06/19/1997	07/15/2023
Ophthalmic Centers for Excellence	0423367 (KY)	06/19/1997	07/15/2023
Middletown Eye Institute	1712458 (OH)	07/09/2007	07/09/2022