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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM477726

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Glimpse Live, LLC		05/31/2018	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	ABB/Con-Cise Optical Group LLC	
Street Address:	dress: 12301 NW 39th Street	
City:	Coral Springs	
State/Country:	tate/Country: FLORIDA	
Postal Code:	Postal Code: 33065	
Entity Type:	Intity Type: Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	87520165	GLIMPSE
Serial Number:	86754413	GLIMPSE

CORRESPONDENCE DATA

Fax Number: 5616596313

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.

Phone: 561-653-5000

Email: ip@akerman.com, angela.martin@akerman.com

Correspondent Name: Akerman LLP

Address Line 1: 777 S. Flagler Dr., Ste 1100 West Tower **Address Line 4:** West Palm Beach, FLORIDA 33401

ATTORNEY DOCKET NUMBER:	0331708
NAME OF SUBMITTER:	Peter A. Chiabotti
SIGNATURE:	/Peter A. Chiabotti/
DATE SIGNED:	06/12/2018

Total Attachments: 5

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EXECUTION VERSION

Trademark Assignment

This Trademark Assignment ("<u>Assignment</u>") is made and entered into as of this 31st day of May, 2018, by and between Glimpse Live, LLC, a Florida limited liability company ("<u>Assignor</u>"), and ABB/Con-Cise Optical Group LLC, a Delaware limited liability company ("<u>Assignee</u>").

RECITALS

- A. Assignor, immediately prior to the Effective Date, was the owner of all right, title and interest in and to the trademarks set forth in <u>Schedule 1</u> attached hereto and made a part hereof, together with all registrations and applications for registration thereof, and all common law rights with respect thereto (collectively, "<u>Assigned Trademarks</u>");
- B. Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof ("Asset Purchase Agreement"), by and among Assignor, certain members of Assignor and Assignee, pursuant to which, among other things, Assignor wishes to sell, assign and transfer to Assignee, and Assignee wishes to acquire, Assignor's entire right, title and interest in and to the Assigned Trademarks; and
- C. Assignee and Assignor desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

AGREEMENT

- 1. <u>Incorporation of Recitals; Capitalized Terms</u>. The foregoing recitals are incorporated into and made a part of this Assignment as if fully set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.
- Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to, and under the Assigned Trademarks and all registrations and applications for registration thereof and all common law rights with respect thereto together with all goodwill of the business in which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, including, without limitation, the exclusive rights (a) to apply for and maintain all registrations, renewals and/or extensions thereof, (b) to all claims and causes of action to recover past, present and future damages, royalties, fees, income, payments, profits and other proceeds or other relief or restitution, and equitable and injunctive relief ensuing from past, present and future infringement, dilution, misappropriation, unfair competition, violation, and/or misuse of the Assigned Trademarks, (c) to any and all licenses or other similar contractual rights for the Assigned Trademarks, (d) to grant licenses or other interests in the Assigned Trademarks, (e) to any and all royalties, fees, income, payments, and other proceeds now or hereafter due or

payable with respect to any of the Assigned Trademarks, and (f) to otherwise fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

- 3. <u>Further Assurances</u>. Assignor shall execute any instruments or documents and perform all other acts necessary or appropriate, in the reasonable discretion of the Assignee, to further evidence the intent and purpose of this Assignment.
- 4. <u>No Impact on Terms of Asset Purchase Agreement</u>. Notwithstanding any provision to the contrary set forth herein or in the Asset Purchase Agreement or in any document, instrument or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of the parties) set forth in the Asset Purchase Agreement, this Assignment being intended solely to effect the transfer of the Assigned Trademarks strictly in accordance with the terms of the Asset Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail and govern.
- 5. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

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45290917;1

IN WITNESS WHEREOF, this Assignment has been executed and delivered on the date first above written.

ASSIGNOR:

GLIMPSE LIVE, LLC

By:

Name: Casey Hedberg
Title:
CEO

ASSIGNEE:

ABB/CON-CISE OPTICAL GROUP LLC

By_____Name:
Title:

IN WITNESS WHEREOF, this Assignment has been executed and delivered on the date first above written.

ASSIGNOR:
GLIMPSE LIVE, LLC
By: Name: Title:
ASSIGNEE:
ABB/CON-CISE OPTICAL GROUP LLC

[Signature Page to Trademark Assignment]

Schedule 1

Assigned Trademarks

Mark	App. No. / Date	Reg. No. / Date	Goods and Services
GLIMPSE	87520165	n/a	IC 9: Contact lenses
	July 7, 2017		
GLIMPSE	86754413	n/a	IC 42: Software as a service (SAAS)
			services featuring software for tracking
	September 11, 2015		and measuring key performance metrics,
			data aggregation, and market research for
			businesses in the health care industry.

Common Law Assigned Trademarks



RECORDED: 06/12/2018