

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484295

<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>
OSSIP OPTOMETRY, P.C.		07/30/2018	Professional Corporation: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAPITAL VISION SERVICES, LP		
<b>Street Address:</b>	1950 Old Gallows Road		
<b>Internal Address:</b>	Suite 520		
<b>City:</b>	Vienna		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22182		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4573413	OSSIP	
<b>Registration Number:</b>	4569537	OSSIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043311159		
<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>	704-331-1000		
<b>Email:</b>	patrickquinn@mvalaw.com, pto_tmconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	Suite 4700		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	037909-11		
<b>NAME OF SUBMITTER:</b>	Franklin Emmett Weindruch		
<b>SIGNATURE:</b>	/FEW/		
<b>DATE SIGNED:</b>	08/01/2018		
<b>Total Attachments: 8</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), dated as of July 30, 2018 (the “Effective Date”), is by and among OSSIP OPTOMETRY, P.C., an Indiana professional corporation (“Optometry”), EYECARE INDIANA, P.C., an Indiana professional corporation (“Eyecare”), EYECARE INDIANA II, P.C., an Indiana professional corporation (“Eyecare II” and, collectively with Optometry and Eyecare, “Assignors”), on the one hand, and CAPITAL VISION SERVICES, LP, a Delaware limited partnership with its principal place of business at 1950 Old Gallows Road, Suite 520, Vienna, Virginia 22182 (“Assignee”), on the other hand. All capitalized terms used herein that are not otherwise defined shall have the definitions set forth in Schedule A hereto.

**RECITALS**

WHEREAS, Assignors are the sole and exclusive owners of all Intellectual Property relating to Assignors’ thirty-six (36) eye care facilities located at the addresses set forth on Schedule B hereto (the “Assignor Intellectual Property”), including but not limited to the Marks, Websites, and Accounts identified on Schedule C hereto (if any, the “Assignor Marks,” “Assignor Websites,” and “Assignor Accounts,” respectively);

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement by and among Assignors, Assignee and the other parties named therein, dated as of May 30, 2018 (the “Purchase Agreement”), Assignee purchased certain assets of Assignors, including but not limited to the Assignor Intellectual Property; and

WHEREAS, Assignors wish to assign to Assignee, and Assignee wishes to accept, the assignment of all of Assignors’ 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) Assignors hereby irrevocably sell, assign and transfer 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) Assignors agree to initiate on the Effective Date and promptly complete thereafter all steps necessary to transfer the www.ossip.com, www.ossip.org, www.eyecarein.com, www.eyecarein.net, www.eyecarein.org, www.eyecareindiana.com, www.eyecareindiana.net, and www.eyecareindiana.org domain names to Assignee. Assignors further agree to cooperate with the respective registrar for such domain name and with Assignee to transfer its respective ownership of and registration for such domain names to Assignee.

**Section 2. Assignment of the Assignor Marks.**

(a) Assignors hereby irrevocably sell, assign and transfer 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 Assignors 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) Assignors hereby authorize 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) Assignors hereby irrevocably sell, assign and transfer 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, Assignors 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 Assignors pursuant to Sections 1-3 of this Agreement, Assignors hereby irrevocably sell, assign and transfer 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.** Assignors hereby agree to perform such proper and additional acts and execute such additional documents as are deemed necessary by Assignee or the governmental agencies or other organizations having jurisdiction over the Assignor Intellectual Property, including the Assignor Marks and the domain names associated with the Assignor Websites, to give full effect to and perfect the rights of Assignee under this Agreement, including but not limited to all documents necessary to register in the name of Assignee the assignment of the applicable Assignor Marks and domain names associated with the Assignor Websites with the appropriate government agencies or other organizations.

**Section 6. Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**Section 7. 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 8. Governing Law.** This Agreement is to be governed by and construed in accordance the laws of the State of Indiana, without giving effect to the choice of law principles thereof, including all matters of construction, validity and performance.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CAPITAL VISION SERVICES, LP

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

OSSIP OPTOMETRY, P.C.

By: \_\_\_\_\_  
Name: Gregg L. Ossip, O.D.  
Title: President and Chief Executive Officer

EYECARE INDIANA, P.C.

By: \_\_\_\_\_  
Name: Gregg L. Ossip, O.D.  
Title: President and Chief Executive Officer

EYECARE INDIANA II, P.C.

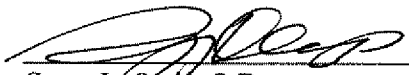
By: \_\_\_\_\_  
Name: Gregg L. Ossip, O.D.  
Title: President and Chief Executive Officer

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CAPITAL VISION SERVICES, LP

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

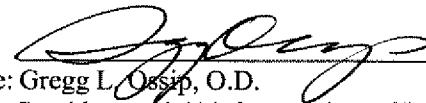
OSSIP OPTOMETRY, P.C.

By:  \_\_\_\_\_  
Name: Gregg L. Ossip, O.D.  
Title: President and Chief Executive Officer

EYECARE INDIANA, P.C.

By:  \_\_\_\_\_  
Name: Gregg L. Ossip, O.D.  
Title: President and Chief Executive Officer

EYECARE INDIANA II, P.C.

By:  \_\_\_\_\_  
Name: Gregg L. Ossip, O.D.  
Title: President and Chief Executive Officer

## SCHEDULE A – DEFINITIONS

“Accounts” shall mean all social media, social networking, and other third party website accounts, including all usernames, passwords, and other login credentials relating thereto and all videos, images, media, comments, and other content uploaded thereon and goodwill associated therewith.

“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 all 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 third parties 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 all ideas, designs, correspondence, concepts, compilations of information, know-how, methods, techniques, algorithms, data and database rights, inventions, invention disclosures, statutory invention registrations, procedures and processes, readings, reports, test results, studies, applications, submissions, notes, work product, deliverables, models, prototypes, equipment, audits, approval documentation, calculations,

measurements, product specifications, photographs, videos, images, manufacturing product processes and techniques, research and development information, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, whether or not patentable, whether copyrightable or noncopyrightable and whether or not reduced to practice.

“Copyrights” shall mean all works of authorship and all associated moral rights and copyright rights under the copyright laws of the United States and other countries for the full term thereof, whether registered or unregistered, including, but not limited to, all applications for registrations, renewals, extensions and restorations of copyrights now or hereafter provided for by law and all rights to make applications for copyright registrations and recordations, regardless of the medium of fixation or means of expression.

“Websites” shall mean all websites or portions thereof that are operated, managed or controlled through a domain name and URL, 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 or portion thereof, 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 – LOCATIONS

105 South Raceway Road, Suite 100, Indianapolis, Indiana 46231  
804 Broad Ripple Avenue, Indianapolis, Indiana 46220  
6985 West 38<sup>th</sup> Street, Indianapolis, Indiana 46254  
980 South Averitt Road, Greenwood, Indiana 46143  
5606 East Washington, Indianapolis, Indiana 46219  
279 West 80<sup>th</sup> Place, Merrillville, Indiana 46410  
2245 East Main Street, Suite 100, Plainfield, Indiana 46168  
7255 North Shadeland Avenue, Indianapolis, Indiana 46250  
6735 South Emerson Avenue, Indianapolis, Indiana 46237  
1501 West Oak Street, Zionsville, Indiana 46077  
1921 East 53<sup>rd</sup> Street, Anderson, Indiana 46013  
101 West Kirkwood Avenue, Suite 120, Bloomington, Indiana 47404  
2901 South McIntyre Drive, Bloomington, Indiana 47403  
8411 Windfall Lane, Heartland Crossing Shopping Center, Camby, Indiana 46113  
12513 North Meridian, Carmel, Indiana 46032  
3965 West 106<sup>th</sup> Street, Suite 120, Carmel, Indiana 46032  
1033 Jackson Street, Columbus, Indiana 47201  
54 Monument Circle, Suite 125, Indianapolis, Indiana 46204  
3701 South Main Street, Elkhart, Indiana 46517  
7840 East 96<sup>th</sup> Street, Fishers, Indiana 46037  
3401 Lake Avenue, Fort Wayne, Indiana 46037  
1419 South Reed Road, Kokomo, Indiana 46902  
100 South Creasy Lane, Lafayette, Indiana 47904  
2705 North Lebanon Street, Lebanon, Indiana 46052  
3701 Franklin Street, Michigan City, Indiana 46360  
5111 North Main Street, Mishawaka, Indiana 46545  
17151 Mercantile Boulevard, Noblesville, Indiana 46060  
14540 Prairie Lakes Boulevard, Noblesville, Indiana 46060  
160 Lakeview Drive, Noblesville, Indiana 46060  
11720 Olio Road, Fishers, Indiana 46037  
315 West Ireland Road, South Bend, Indiana 46614  
357 West Morgan, Unit C, Spencer, Indiana 47460  
643 Ohio Street, Terre Haute, Indiana 47807  
3540 North Calumet Avenue, Valparaiso, Indiana 46383  
316 West 161<sup>st</sup> Street, Westfield, Indiana 46074  
2902 West 86<sup>th</sup> Street, Suite 160, Indianapolis, Indiana 46268



**SCHEDULE C**


**A. Assignor Websites**

The websites located at the following domain names:

<b>Domain Name</b>	<b>Registrant Organization</b>	<b>Expiration Date</b>
www.ossip.com	Ossip Optometry	08/15/2018
www.ossip.org	Ossip Optometry	07/22/2018
www.eyecarein.com	Eyecare Indiana	11/19/2019
www.eyecarein.net	Eyecare Indiana	11/19/2019
www.eyecarein.org	Eyecare Indiana	11/19/2019
www.eyecareindiana.com	Eyecare Indiana	11/19/2019
www.eyecareindiana.net	Eyecare Indiana	11/19/2019
www.eyecareindiana.org	Eyecare Indiana	11/19/2019

**B. Assignor Marks**

1. Registered Marks

<b>Mark</b>	<b>Goods &amp; Services</b>	<b>Reg. No</b>	<b>Reg. Date</b>	<b>Owner</b>
<p>OSSIP &amp; Design</p> 	<p>IC 009. Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor.</p> <p>IC 035. Retail store services featuring optical goods, namely, various brands of eyeglass lenses and frames, sunglass lenses and frames, and contact lenses.</p> <p>IC 044. Ophthalmology services; Optometry services.</p>	4,573,413	7/25/2014	OSSIP OPTOMETRY, P.C.
OSSIP	<p>IC 009. Eyewear, namely, sunglasses, eyeglasses and ophthalmic frames and cases therefor.</p> <p>IC 035. Retail store services featuring optical goods, namely, various brands of eyeglass lenses and frames,</p>	4,569,537	7/22/2014	OSSIP OPTOMETRY, P.C.

	sunglass lenses and frames, and contact lenses.  IC 044. Ophthalmology services; Optometry services.			
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2. Unregistered Marks

OPENING EYES SINCE 1952

THE EYE DOCTORS

FOCUS EYE CARE

C. Assignor Accounts

**Instagram:** <https://www.instagram.com/Ossipeyes/>

**Facebook:** <https://www.facebook.com/OssipOptometry>

**LinkedIn:** <https://www.linkedin.com/company/ossip-optometry-&-ophthalmology/>

**Instagram:** <https://twitter.com/ossipoptometry?lang=en>

**Yelp:**

Location	URL
Bloomington	<a href="https://www.yelp.com/biz/ossip-optometry-ophthalmology-bloomington">https://www.yelp.com/biz/ossip-optometry-ophthalmology-bloomington</a>
Broad Ripple	<a href="https://www.yelp.com/biz/ossip-optometry-ophthalmology-broad-ripple-indianapolis-2">https://www.yelp.com/biz/ossip-optometry-ophthalmology-broad-ripple-indianapolis-2</a>
Carmel	<a href="https://www.yelp.com/biz/ossip-optometry-ophthalmology-carmel-2">https://www.yelp.com/biz/ossip-optometry-ophthalmology-carmel-2</a>
Carmel West	<a href="https://www.yelp.com/biz/the-eye-doctors-carmel-6">https://www.yelp.com/biz/the-eye-doctors-carmel-6</a>
Downtown	<a href="https://www.yelp.com/biz/ossip-optometry-ophthalmology-downtown-indianapolis-2">https://www.yelp.com/biz/ossip-optometry-ophthalmology-downtown-indianapolis-2</a>
Fishers	<a href="https://www.yelp.com/biz/ossip-optometry-ophthalmology-fishers-fishers-3">https://www.yelp.com/biz/ossip-optometry-ophthalmology-fishers-fishers-3</a>
Greenwood	<a href="https://www.yelp.com/biz/ossip-optometry-ophthalmology-greenwood-greenwood-2">https://www.yelp.com/biz/ossip-optometry-ophthalmology-greenwood-greenwood-2</a>
Noblesville (Focus)	<a href="https://www.yelp.com/biz/focus-eye-care-noblesville-3">https://www.yelp.com/biz/focus-eye-care-noblesville-3</a>
Olio	<a href="https://www.yelp.com/biz/ossip-optometry-ophthalmology-fishers-7">https://www.yelp.com/biz/ossip-optometry-ophthalmology-fishers-7</a>
Southport	<a href="https://www.yelp.com/biz/ossip-optometry-ophthalmology-indianapolis-8">https://www.yelp.com/biz/ossip-optometry-ophthalmology-indianapolis-8</a>
Willow Lake	<a href="https://www.yelp.com/biz/ossip-optometry-willow-lake-indianapolis">https://www.yelp.com/biz/ossip-optometry-willow-lake-indianapolis</a>
Zionsville	<a href="https://www.yelp.com/biz/ossip-optometry-ophthalmology-zionsville-4">https://www.yelp.com/biz/ossip-optometry-ophthalmology-zionsville-4</a>