

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Michael J. Dodd, M.D., P.A.		08/31/2018	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Chesapeake Eye Care Management, LLC		
Street Address:	2661 Riva Road		
Internal Address:	Suite 1030		
City:	Annapolis		
State/Country:	MARYLAND		
Postal Code:	21401		
Entity Type:	Limited Liability Company: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3947260	MARYLAND EYE ASSOCIATES VERITAS ET SCIEN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	615 930 0259		
Email:	jay.yalowitz@gmail.com		
Correspondent Name:	Jay Yalowitz		
Address Line 1:	4235 Hillsboro Pike		
Address Line 2:	Suite 300		
Address Line 4:	Nashville, TENNESSEE 37215		
NAME OF SUBMITTER:	Jay Yalowitz		
SIGNATURE:	/Jay Yalowitz/		
DATE SIGNED:	09/06/2018		
Total Attachments: 5			
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OP \$40.00 3947260

RECORDABLE TRADEMARK ASSIGNMENT

This RECORDABLE TRADEMARK ASSIGNMENT (this “**Assignment**”) is made as of August 31, 2018 (the “**Effective Date**”) by and between Michael J. Dodd, M.D., P.A., a Maryland professional association (“**Assignor**”), and Chesapeake Eye Care Management, LLC, a Delaware limited liability company (“**Assignee**”). Each of Assignor and Assignee are referred to as a “**Party**” and together as the “**Parties**”.

WHEREAS, Assignor and Assignee have entered a certain Intellectual Property Assignment Agreement, dated as of the date hereof (the “**IP Assignment**”), pursuant to which Assignor has assigned certain intellectual property to Assignee, including without limitation the Assigned Trademark Rights (defined below); and

WHEREAS, Assignor wishes to confirm, memorialize and record the assignment of the Assigned Trademark Rights to Assignee as set forth in the IP Assignment.

NOW, THEREFORE, in consideration of the mutual agreement set forth herein and in the IP Assignment, and for certain good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor does hereby confirm that it has irrevocably sold, transferred, assigned and delivered, and hereby does sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor’s worldwide rights, title, and interest in and to (a) all trademark registrations set forth on **Schedule A**; (b) all renewals and extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing trademarks; and (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (collectively, the “**Assigned Trademark Rights**”).

2. Assignor hereby authorizes and requests the competent authorities, including, without limitation, an official of the United States Patent and Trademark Office, to issue the same to the Assignee, its successors, and assigns, in accordance with the terms of this Assignment.

3. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of Maryland applicable to agreements made and to be performed entirely within the State of Maryland, without regard to the conflicts of laws principles thereof. This Assignment may be executed in the original or by facsimile or email in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature page follows]

RECORDABLE TRADEMARK ASSIGNMENT

This RECORDABLE TRADEMARK ASSIGNMENT (this “**Assignment**”) is made as of August 31, 2018 (the “**Effective Date**”) by and between Michael J. Dodd, M.D., P.A., a Maryland professional association (“**Assignor**”), and Chesapeake Eye Care Management, LLC, a Delaware limited liability company (“**Assignee**”). Each of Assignor and Assignee are referred to as a “**Party**” and together as the “**Parties**”.

WHEREAS, Assignor and Assignee have entered a certain Intellectual Property Assignment Agreement, dated as of the date hereof (the “**IP Assignment**”), pursuant to which Assignor has assigned certain intellectual property to Assignee, including without limitation the Assigned Trademark Rights (defined below); and

WHEREAS, Assignor wishes to confirm, memorialize and record the assignment of the Assigned Trademark Rights to Assignee as set forth in the IP Assignment.

NOW, THEREFORE, in consideration of the mutual agreement set forth herein and in the IP Assignment, and for certain good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor does hereby confirm that it has irrevocably sold, transferred, assigned and delivered, and hereby does sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor’s worldwide rights, title, and interest in and to (a) all trademark registrations set forth on **Schedule A**; (b) all renewals and extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing trademarks; and (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (collectively, the “**Assigned Trademark Rights**”).

2. Assignor hereby authorizes and requests the competent authorities, including, without limitation, an official of the United States Patent and Trademark Office, to issue the same to the Assignee, its successors, and assigns, in accordance with the terms of this Assignment.

3. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of Maryland applicable to agreements made and to be performed entirely within the State of Maryland, without regard to the conflicts of laws principles thereof. This Assignment may be executed in the original or by facsimile or email in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature page follows]

The Parties, by their authorized representatives, have executed this Assignment effective as of the Effective Date.

ASSIGNOR

MICHAEL J. DODD, M.D., P.A.

By: Donald C. Bartnick

Its: CEO

ASSIGNEE

CHESAPEAKE EYE CARE MANAGEMENT, LLC

By: _____

Its: _____

[Signature Page - Recordable Trademark Assignment]

The Parties, by their authorized representatives, have executed this Assignment effective as of the Effective Date.

ASSIGNOR

MICHAEL J. DODD, M.D., P.A.

By: _____

Its: _____

ASSIGNEE


CHESAPEAKE EYE CARE MANAGEMENT, LLC

By:  _____

Its: _____

[Signature Page - Recordable Trademark Assignment]

Schedule A Assigned Trademark Rights

Trademark	Registration Number	Record Owner
 <p>MARYLAND <i>Veritas et Scientia</i> EYE ASSOCIATES</p>	3,947,260	Michael J. Dodd, M.D., P.A.