

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM500408

<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>
Eye Care and Cure Corp.		11/30/2018	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Hilsinger Company		
<b>Street Address:</b>	33 West Bacon Street		
<b>City:</b>	Plainville		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02762		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1959289	EYE CARE AND CURE	
<b>Registration Number:</b>	5120550	SIGHT DELIVERED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2166960740		
<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>	216-861-7079		
<b>Email:</b>	tnoel@bakerlaw.com		
<b>Correspondent Name:</b>	Candice M. Reder, Baker & Hostettler LLP		
<b>Address Line 1:</b>	127 Public Square		
<b>Address Line 2:</b>	Key Tower, Suite 2000		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>NAME OF SUBMITTER:</b>	Candice M. Reder		
<b>SIGNATURE:</b>	/Candice M. Reder/		
<b>DATE SIGNED:</b>	12/03/2018		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of November 30, 2018, is made by Eye Care and Cure Corp., an Arizona corporation (“**Seller**”), in favor of The Hilsinger Company, a Delaware corporation (“**Buyer**”).

WHEREAS, Buyer, Seller, and the sole stockholder of Seller, entered into an Asset Purchase Agreement on June 26, 2018, (“**Asset Purchase Agreement**”) pursuant to which, Seller agreed to convey, transfer and assign to Buyer, among other assets, certain intellectual property of Seller, and the parties agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities for agencies in any applicable jurisdictions.

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

1. Assignment. Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):
  - a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
  - b) the domain names set forth on Schedule 2 hereto including any and all registrations and applications relating thereto and any renewals, extensions, reversions and restorations thereof (the “**Domain Names**”);
  - c) all rights of any kind whatsoever of Seller accruing under any of the foregoing Assigned IP provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned IP; and
  - e) any and all claims and causes of action with respect to any of the Assigned IP, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto. To facilitate the transfer of the Domain Names, at Buyer's request, Seller shall provide to Buyer a transfer authorization code for and accept Buyer's transfer request for each Domain Name.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP 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 IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

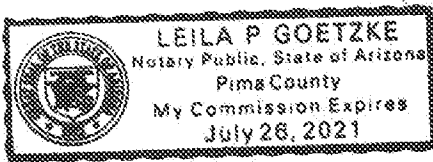
EYE CARE AND CURE CORP.  
By: [Signature]  
Name: Johan T. Van Dalen, M.D., Ph.D.  
Title: Chief Executive Officer  
Address for Notices:

Johan T. Van Dalen, M.D., Ph.D.  
3391 East Hemisphere Loop  
Tucson, Arizona 85706

ACKNOWLEDGMENT

STATE OF ARIZONA )  
 )SS.  
COUNTY OF PIMA )

On the 22<sup>nd</sup> day of November, 2018, before me personally appeared Johan T. Van Dalen, M.D., Ph.D., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Eye Care and Cure Corp., the Arizona corporation described, and acknowledged the instrument to be the free act and deed of Eye Care and Cure Corp. for the uses and purposes mentioned in the instrument.



[Signature]  
Notary Public  
Printed Name: Leila Goetzke

My Commission Expires (Notarial Seal):

AGREED TO AND ACCEPTED:

The Hilsinger Company  
By: [Signature]  
Name: Paul Janell  
Title: Chief Operating Officer  
Address for Notices:

ACKNOWLEDGMENT

STATE OF Massachusetts )  
 )SS.  
COUNTY OF Bristol )

On the 29<sup>th</sup> day of November, 2018, before me personally appeared Paul Janell personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Operating Officer of The Hilsinger Company, the Delaware corporation described, and acknowledged the instrument to be the free act and deed of The Hilsinger Company for the uses and purposes mentioned in the instrument.

[Signature]  
Notary Public  
Printed Name:

My Commission Expires: 9/27/24



Corinne E. Flynn  
NOTARY PUBLIC  
Commonwealth of  
Massachusetts  
My Commission Expires  
9/27/2024

**SCHEDULE 1**  
**ASSIGNED TRADEMARKS**

Trademarks

1. Eye Care and Cure (US Registration #1959289)
2. Sight Delivered (US Registration #5120550)

## **SCHEDULE 2**

### **ASSIGNED DOMAIN NAMES**

#### Domain Names

1. eyecareandcure.com
2. eyecareandcure.sg
3. eyecareandcure.com.sg
4. sightdelivered.com