

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BluTech, LLC		02/28/2019	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Maculogix, Inc.		
Street Address:	3721 TecPort Drive		
Internal Address:	Suite 301		
City:	Harrisburg		
State/Country:	PENNSYLVANIA		
Postal Code:	17111		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4359396	AMD CENTER OF EXCELLENCE	
CORRESPONDENCE DATA			
Fax Number:	6172045150		
<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:	6172045114		
Email:	brzezinskia@pepperlaw.com		
Correspondent Name:	Ashley T. Brzezinski		
Address Line 1:	125 High Street		
Address Line 2:	Pepper Hamilton LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Ashley T. Brzezinski		
SIGNATURE:	/Ashley T. Brzezinski/		
DATE SIGNED:	03/05/2019		
Total Attachments: 2			
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OP \$40.00 4359396

TRADEMARK ASSIGNMENT AND AGREEMENT

This Trademark Assignment and Agreement (this "Agreement") is made as of March 1, 2019 by and between BluTech, LLC, a limited liability company organized under the laws of Tennessee and with a principal place of business located at 2020 Fieldstone Parkway, Suite 900-243, Franklin, Tennessee 37069, together with its officers and directors (such corporation and individuals being together referred to herein as "Assignor") and Maculogix, Inc., a corporation organized under the laws of Delaware and with a principal place of business located at 3721 TecPort Drive, Suite 301 Harrisburg, Pennsylvania 17111 (referred to herein, together with its affiliates and predecessors, as "Assignee"). Assignor and Assignee may be referred to herein together as the "Parties" or either of them individually as a "Party."

WHEREAS, Assignor is the exclusive owner of the trademark "AMD CENTER OF EXCELLENCE" (hereinafter "Mark"), which has been registered in the Supplemental Register as U.S. Registration No. 4359396.

WHEREAS, the Mark was issued to Assignor's predecessor in interest, Eye Solutions Products, LLC on June 25, 2013.

WHEREAS, the Mark was registered in the Supplemental Register under International Class 44 for "[m]edical services, namely, medical services for early detection, treatment, and monitoring of age-related macular degeneration."

WHEREAS, the Mark was assigned to Assignor via an assignment recorded at Reel/Frame 5561/0049 on June 24, 2015 with the U.S. Patent and Trademark Office (USPTO).

WHEREAS, Assignor currently maintains, and has maintained, continuous use in commerce in connection with the goods and services identified in the registration of the Mark.

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the MARK, the aforesaid Trademark Registration and that portion of Assignor's business which is associated with the Mark.

NOW, THEREFORE, in consideration of the premises set forth herein, and a one time fee in the amount of \$5,500.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Mark, together with all of its common-law rights in and to the Mark and with the goodwill of the business symbolized by the Mark, including all of the goodwill in association with all goods and services with which the Mark have been used by the Assignor and may hereafter be used, the aforesaid Trademark Registrations and that portion of Assignor's business which is associated with the Mark.

2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Mark, or in any other way encumbered the same,

and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Mark.

3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

4. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

BluTech LLC.

Maculogix, Inc.

By: Gregory Naes
Greg Naes, President

By: David E. Orr
David E. Orr, Director of Innovation

Date: 2/28/2019

Date: 3/5/2019