

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northwest Eye Clinic, LLC		10/25/2018	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	NEC Management, Inc.		
Street Address:	2651 N. Harwood Street, Suite 120		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4826301	BE EYE WISE	
CORRESPONDENCE DATA			
Fax Number:	6508597500		
<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:	1 650 859 7021		
Email:	NATHALIE.LOC@KIRKLAND.COM		
Correspondent Name:	NATHALIE LOC		
Address Line 1:	3330 Hillview Avenue		
Address Line 2:	KIRKLAND & ELLIS, LLP		
Address Line 4:	PALO ALTO, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	42504-1		
NAME OF SUBMITTER:	NATHALIE LOC		
SIGNATURE:	/NATHALIE LOC/		
DATE SIGNED:	09/12/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Intellectual Property Assignment") is entered into and effective as of October 25, 2018 (the "Effective Date") by and between NEC Management, Inc., a Delaware corporation ("NEC Management") and Northwest Eye Clinic, LLC, a Minnesota limited liability company ("PC"). Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Restructuring Agreement (as defined below).

WHEREAS, NEC Management, PC and certain other persons are parties to that certain Restructuring Agreement, dated as of October 25, 2018 (the "Restructuring Agreement"); and

WHEREAS, the execution and delivery of this Intellectual Property Assignment is contemplated by Section 2.2(a) of the Restructuring Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Restructuring Agreement the parties hereto hereby agree as follows:

1. Definitions. For purposes of this Intellectual Property Assignment, the following terms shall have the following meanings:

"Intellectual Property Rights" means any and all intellectual property or proprietary rights of every kind and description anywhere in the world, including, without limitation, the following (i) patents, patent applications, patent disclosures, invention disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in-part, division, revision, extension or reexamination thereof, (ii) Internet domain names, trademarks, service marks, trade dress, trade names, logos, slogans, company names, trade names, corporate names and all other indicia of origin (and all translations, adaptations, derivations and combinations of the foregoing), and registrations, applications for registration and renewals thereof, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works, and registrations, applications for registration and renewals thereof, (iv) Software (in both source code and object code form) and documentation thereof, and (vi) trade secrets and any other confidential or proprietary information.

"Software" means, computer software, computer programs, applications, utilities, development tools, diagnostics, and embedded systems, in any form or medium, including source code, object code and executable code, and all databases and data used with, or used to develop, any of the foregoing, together with all related user manuals, programmer documentation, text, diagrams, graphs, charts, and other documentation.

2. Assignment. For true and lawful consideration paid to it by NEC Management, the receipt and sufficiency of which is hereby acknowledged, PC hereby sells, assigns, transfers, conveys and delivers to NEC Management, and NEC Management hereby accepts, free and clear of all Liens other than Permitted Liens: (a) all of PC's worldwide right,

title and interest in and to all Intellectual Property Rights, including, without limitation, the Intellectual Property Rights set forth on Schedule 1 attached hereto, together with the goodwill of any business carried on in connection with any Intellectual Property Rights (the "Company Intellectual Property"), (b) the right to file federal, state and foreign applications for registration to secure NEC Management's rights in any Company Intellectual Property that are unregistered, (c) all claims, demands and rights of action, both statutory and based upon common law, that PC has or might have by reason of any infringement, misappropriation, dilution or other violation of the Company Intellectual Property prior to, on or after the date of this Intellectual Property Assignment, together with the right to prosecute such claims, demands and rights of action in NEC Management's own name, (d) all of PC's right, title and interest in and to all income, royalties, damages (including consequential damages), proceeds and payments now or hereafter due and/or payable with respect to the Company Intellectual Property, including, without limitation, the right to recover for past, present or future infringement, misappropriation, dilution or other violation of the Company Intellectual Property and (e) any and all corresponding rights that, now or hereafter, may be secured throughout the world.

3. NEC Management's Use and Enjoyment. The rights, title and interest assigned under Section 2 shall be for NEC Management's own use and enjoyment, and for the use and enjoyment of NEC Management's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by PC if this Intellectual Property Assignment had not been made.

4. Further Assurance.

(a) PC shall from time to time after the delivery of this Intellectual Property Assignment, at NEC Management's expense and reasonable request and without further consideration, execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances presented by NEC Management as reasonably necessary to more effectively consummate, confirm or evidence the sale, assignment, transfer, conveyance and delivery to NEC Management of the Company Intellectual Property as contemplated under this Intellectual Property Assignment and the Restructuring Agreement.

(b) PC hereby authorizes and requests the Register of Copyrights, the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign country, and any applicable Internet domain name registrars, to record NEC Management as the owner of the Company Intellectual Property.

(c) PC shall, upon the Effective Date, deliver to NEC Management copies of the following in PC's possession or under PC's control, if any: (i) all files, documents and tangible things, as those terms have been interpreted pursuant to rules and laws governing the production of documents and things, constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance and registration of the Company Intellectual Property, and such files, documents and tangible things constituting, comprising or relating to the assertion, enforcement, scope, validity, or enforceability of the Company Intellectual Property; and (ii) PC's or its

agents' list or other means of tracking information relating to the prosecution or maintenance of the Company Intellectual Property throughout the world, including the names addresses, email addresses, phone numbers of prosecution counsel and agents, and information relating to deadlines, payments, and filings,

5. Conflict with the Restructuring Agreement. In the event of a conflict between the terms and conditions of this Intellectual Property Assignment and the terms and conditions of the Restructuring Agreement, the terms and conditions of the Restructuring Agreement shall govern, supersede and prevail. This Intellectual Property Assignment hereby incorporates by reference the Restructuring Agreement in its entirety and said Restructuring Agreement shall be considered a part of this Intellectual Property Assignment as if fully set forth herein.

6. Representations and Warranties. Each party hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the Restructuring Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this Intellectual Property Assignment.

7. Power of Attorney. PC hereby appoints NEC Management, its successors and assigns, as its true and lawful attorney to act in its name and on its behalf with respect to the collection or reduction to possession of any of the Company Intellectual Property and to execute any documents and instruments and to do all such other acts and things as may be necessary to effectuate the foregoing.

8. Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 5.1 of the Restructuring Agreement.

9. Severability of Provisions. Any term or provision of this Intellectual Property Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Any invalid or unenforceable provision shall be modified to the extent necessary to allow for enforceability and to give effect to the original intent of the parties to the extent possible.

10. Amendments. No amendment of any provision of this Intellectual Property Assignment shall be valid unless the same shall be in writing and signed by PC and NEC Management.

11. Counterparts. This Intellectual Property Assignment may be executed simultaneously in two counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement.

12. Delivery by Facsimile or PDF. This Intellectual Property Assignment and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or PDF email, shall be treated in all manner and respects as an original agreement or instrument and

shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, the other party hereto shall re-execute original forms thereof and deliver them to the other party hereto. No party hereto shall raise the use of a facsimile machine or PDF email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or PDF email as a defense to the formation of a contract and each such party forever waives any such defense.

13. Governing Law. This Intellectual Property Assignment shall be governed by and construed in accordance with the domestic Laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of Minnesota.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

NEC MANAGEMENT, INC

By: Timothy Ehlen M.D.
Name: Timothy Ehlen, M.D.
Its: President

Signature Page to Intellectual Property Assignment Agreement

TRADEMARK
REEL: 006743 FRAME: 0618

NORTHWEST EYE CLINIC, LLC

By: Timothy Ehlen M.D.
Name: Timothy Ehlen, M.D.
Its: President

SCHEDULE 1

Company Intellectual Property

(i) Trademarks

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
BE EYE WISE	U.S.	86535684 2/16/2015	4826301 10/6/2015	Registered	Northwest Eye Clinic, P.A.

ii) Domain Names

1. nweyeclinic.com
2. nweyeplastics.com¹

¹ Transfer of the domain name from Dr. Schmitt directly to NEC Management, Inc. is in process.