

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545395

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Vision Care Specialists, Inc. | | 10/11/2019 | Corporation: COLORADO |
| RECEIVING PARTY DATA | | | |
| Name: | Capital Vision Services, LLC | | |
| Street Address: | 1950 Old Gallows Road, Suite 520 | | |
| City: | Vienna | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 22182 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4543370 | LIFEFIT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 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> | | | |
| Phone: | 704-331-1000 | | |
| Email: | few-ptotmcorrespondence@mvalaw.com | | |
| Correspondent Name: | Moore & Van Allen PLLC | | |
| Address Line 1: | 100 North Tryon Street | | |
| Address Line 2: | Suite 4700 | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28202-4003 | | |
| ATTORNEY DOCKET NUMBER: | 037909-520 | | |
| NAME OF SUBMITTER: | F. Emmett Weindruch | | |
| SIGNATURE: | /few/ | | |
| DATE SIGNED: | 10/16/2019 | | |
| Total Attachments: 7 | | | |
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| source=IP Assignment Agreement - Executed between Vision Care and CVS#page2.tif | | | |
| source=IP Assignment Agreement - Executed between Vision Care and CVS#page3.tif | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of October 11, 2019 (the "Effective Date"), is by and among, on the one hand, VISION CARE SPECIALISTS, INC., a Colorado corporation ("VCS"), and VISION CARE PROFESSIONAL SERVICES, LLC, a Colorado limited liability company (together with VCS, "Assignor"), and CAPITAL VISION SERVICES, LLC, a Delaware limited liability company (f/k/a Capital Vision Services, LP), with its principal place of business at 1950 Old Gallows Road, Suite 520, Vienna, Virginia 22182 ("Assignee"). All capitalized terms used herein that are not otherwise defined shall have the definitions set forth in Schedule A hereto.

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of all Intellectual Property relating to Assignor's eye care facilities located at (a) 4380 South Syracuse Street, Suite 250, Denver, Colorado 80237, (b) 1550 South Potomac Street, Suite 155, Aurora, Colorado 80012, (c) 1050 17th Street, Suite A110, Denver, Colorado 80265, (d) 200 West County Line Road, Suite 150, Highlands Ranch, Colorado 80129, (e) 2766 South Wadsworth Boulevard, Lakewood, Colorado 80227, (f) 10521 South Parker Road, Parker, Colorado 80134, (g) 2795 South Colorado Boulevard, Denver, Colorado 80222, and (h) 850 Englewood Parkway, Suite 100-A, Englewood, Colorado 80110 (the "Assignor Intellectual Property"), including but not limited to the Marks, Websites, and Accounts identified on Schedule B 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 Assignor, Assignee and the other parties named therein, dated as of August 16, 2019 (the "Purchase Agreement"), Assignee purchased certain assets of Assignor, including but not limited to the Assignor Intellectual Property; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept, the assignment of all of Assignor's 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) Assignor hereby irrevocably sells, assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all liens, all of Assignor's 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) Assignor agrees to initiate on the Effective Date and promptly complete thereafter all steps necessary to transfer the *www.visioncarespecialists.com* domain name(s) to Assignee. Assignor further agrees to cooperate with the respective registrar for such domain name and with Assignee to transfer its respective ownership of and registration for such domain name(s) to Assignee.

Section 2. Assignment of the Assignor Marks.

(a) Assignor hereby irrevocably sells, assigns and transfers 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 Assignor 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) Assignor hereby authorizes 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) Assignor hereby irrevocably sells, assigns and transfers unto Assignee, and Assignee hereby receives, acquires and accepts, free and clear of all liens, all of Assignor's 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, Assignor 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 Assignor pursuant to Sections 1-3 of this Agreement, Assignor hereby irrevocably sells, assigns and transfers to Assignee and Assignee hereby receives, acquires and accepts, free and clear of all liens, all of Assignor's worldwide right, title, and interest in and to the Assignor Intellectual Property.

Section 5. Further Assurances. Assignor hereby agrees to perform such proper and additional acts and execute such additional documents as are deemed reasonably 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 Delaware, 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, LLC (F/K/A CAPITAL VISION SERVICES, LP)

Sue Downes

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

VISION CARE SPECIALISTS, INC.

By: _____
Name: Benjamin T. Warta, O.D.
Title: President

VISION CARE PROFESSIONAL SERVICES, LLC

By: _____
Name: Jeffrey R. Poe
Title: Chief Executive Officer

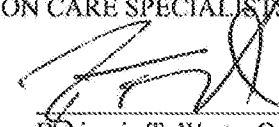
[Signature Page to IP Assignment Agreement]

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

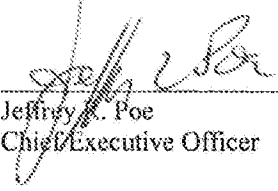
CAPITAL VISION SERVICES, LLC (F/K/A CAPITAL VISION SERVICES, LP)

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

VISION CARE SPECIALISTS, INC.

By:  _____
Name: Benjamin T. Warta, O.D.
Title: President

VISION CARE PROFESSIONAL SERVICES, LLC

By:  _____
Name: Jeffrey A. Poe
Title: 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

A. Assignor Website(s)

The website(s) located at *www.visioncarespecialists.com*

B. Assignor Marks

1. Registered Marks

LIFEFIT® (U.S. Trademark Reg. No. 4,543,370, registered on June 3, 2014).

2. Unregistered Marks

VCS

VISION CARE SPECIALISTS

VCS | VISION CARE SPECIALISTS & Design



VCS OPTICS

VCS OPTICS & Design



VCS SURGICAL SOLUTIONS

VCS SURGICAL SOLUTIONS & Design



ACCENT OPTICS

ENGLEWOOD EYECARE

LIFETIME VISION SOURCE

C. Assignor Accounts

Yelp: www.yelp.com/biz/vision-care-specialists-aurora
www.yelp.com/biz/vision-care-specialists-denver-6
www.yelp.com/biz/vision-care-specialists-highlands-ranch

Facebook: www.facebook.com/coloradovisioncare

Twitter: twitter.com/eyecarecolorado