

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Involve Vision Benefits, Inc.	FORMERLY OptiCare Managed Vision, Inc.	04/13/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OptiCare Health Systems, Inc.		
Street Address:	87 Grandview Avenue		
City:	Waterbury		
State/Country:	CONNECTICUT		
Postal Code:	06708		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1780665	OPTICARE	
Registration Number:	1956271	OPTICARE	
Registration Number:	2002377	OPTICARE	
Registration Number:	1963173	OPTICARE	
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:	2033246155		
Email:	iptransfer@ssjr.com		
Correspondent Name:	Gene S. Winter		
Address Line 1:	986 Bedford Street		
Address Line 2:	St. Onge Steward Johnston & Reens LLC		
Address Line 4:	Stamford, CONNECTICUT 06905		
ATTORNEY DOCKET NUMBER:	00811-T0011A/B/C/D		
NAME OF SUBMITTER:	Gene S. Winter		
SIGNATURE:	/Gene S. Winter/		
DATE SIGNED:	03/05/2020		
Total Attachments: 3			

OP \$115.00 1780665

source=Assignment to OptiCare Health Systems, Inc#page1.tif
source=Assignment to OptiCare Health Systems, Inc#page2.tif
source=Assignment to OptiCare Health Systems, Inc#page3.tif

TRADEMARK ASSIGNMENT AGREEMENT

between Envolve Vision Benefits, Inc., f/k/a OptiCare Managed Vision, Inc., a corporation of the State of Delaware, with its principal place of business at 112 Zebulon Court, Rocky Mount, NC 27804 (hereinafter the “**Assignor**”).

and OptiCare Health Systems, Inc., a corporation of the State of Delaware, with its principal place of business at 87 Grandview Avenue, Waterbury, CT 06708 (hereinafter the “**Assignee**”).

WHEREAS the parties have entered into a Trademark License dated July 1, 2006 (the “**Agreement**”), by which Assignee acquired the right to use Assignor’s trademarks listed on Exhibit A (the “**Licensed Trademarks**”);

WHEREAS Assignor owns the entire, right, title, and interest in and to the Licensed Trademarks;

WHEREAS pursuant to the Agreement, should Assignor no longer wish to use or maintain the Licensed Trademarks, Assignor may assign to Assignee all of its right, title, and interest in and relating to the Licensed Trademarks;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth in this Trademark Assignment Agreement (the “**Assignment**”) and for due and valid consideration, the receipt of which is hereby confirmed by the Assignor, the parties agree as follows:

1. Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts the Assignment and transfer of, all Assignor’s right, title and interest in and to the Licensed Trademarks, and all of the goodwill associated with the Licensed Trademarks, and the right to sue and recover for infringements occurring prior to this Assignment.
2. Assignor represents and warrants that, as of the date this Assignment is executed by both parties, it is the owner of all right, title, and interest in and to the Licensed Trademarks, and all the goodwill therein; that the Licensed Trademarks are currently in force; and that it has not licensed, mortgaged, or otherwise transferred any rights in the Licensed Trademarks to any person or entity other than Assignee.
3. Assignor will provide to Assignee, to the extent available, all its files regarding the application and registration of the Licensed Trademarks, in particular the registration certificates thereof.
4. Assignor will execute and provide to Assignee all documents necessary for Assignee to record the transfer of the Licensed Trademarks to Assignee with the United States Patent and Trademark Office.
5. Assignor is not aware of any action, dispute resolution, opposition, objection or challenge proceeding pending or threatened against the Licensed Trademarks.
6. It is the explicit understanding of both parties that in case of invalidity of this Assignment, Assignor will be deemed to have granted to Assignee an exclusive, fully-paid-up, royalty-free and perpetual license to use the Licensed Trademarks, beginning with the execution of this Assignment by both parties, and that all use of the Trademark by the Assignee, its Affiliates, designees and sub-licensees will be regarded as use with the consent of Assignor.

7. All external costs arising out of the Assignment of the Licensed Trademarks will be borne by Assignee.
8. All costs relating to the Licensed Trademarks which have been occurred prior to the execution of this Assignment have been borne by Assignor. All other costs including the costs for the further prosecution of any dispute resolution, oppositions, cancellation proceedings, recordation, and similar actions initiated by Assignor prior to this Assignment will be borne by Assignee.
9. In case any part of this Assignment should be considered to be invalid the remaining provisions will remain in full force and effect. In such case both parties undertake to negotiate an alternative provision which replaces the invalid one as far as possible.
10. Amendments, modifications and/or additions to this Assignment have to be made in writing to be valid.
11. This Assignment is effective for both parties. The parties undertake to impose their rights and obligations arising out of this Assignment to any successors in law.

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has executed and delivered this Assignment as of the day and year first below written.

FOR: Envolve Vision Benefits, Inc., E/k/a OptiCare Managed Vision, Inc. (Assignor)

Name: David Lawrie

Title: President & CEO

Date: Apr 13, 2017 (the "Effective Date")

FOR: OptiCare Health Systems, Inc. (Assignee)

Name: [Signature]

Title: Director of Marketing

Date: 4/17/17

**EXHIBIT A
LICENSED TRADEMARKS**

Registered Marks

OPTICARE U.S. Trademark Registration No. 1,780,665

OPTICARE U.S. Trademark Registration No. 1,956,271

OPTICARE U.S. Trademark Registration No. 2,002,377

OPTICARE U.S. Trademark Registration No. 1,963,173

Unregistered Marks

OPTICARE HEALTH SYSTEMS, INC.

OPTICARE EYE HEALTH CENTERS, INC.