

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597418

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LVI Intermediate Holdings, Inc.		08/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Kismet New Vision Holdings, LLC		
Street Address:	7840 Montgomery Road		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45236		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	76663722	BETTER VISION. BETTER VALUE.	
Serial Number:	75156228		
Serial Number:	78487088	FEEL THE DIFFERENCE. SEE THE RESULTS.	
Serial Number:	74512108	FREEDOMVISION	
Serial Number:	85536213	LASIK BENEFITS USA	
Serial Number:	77293173	QUALSIGHT	
Serial Number:	76638853	THE LASIK VISION INSTITUTE	
Serial Number:	78210212	TLC	
Serial Number:	75688218	TLC LASER EYE CENTERS	
Serial Number:	75742028	TLC LASER EYE CENTERS	
Serial Number:	78458118	TLC LIFETIME COMMITMENT	
Serial Number:	75315964	TLC LIFETIME COMMITMENT	
Serial Number:	75194417	TLC	
Serial Number:	75156227	TLC TLC THE LASER CENTER INC.	
Serial Number:	76310260	TLC VISION	
Serial Number:	78320319	TLC VISION	
CORRESPONDENCE DATA			
Fax Number:	5139778141		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 513-977-8527
Email: april.besl@dinsmore.com
Correspondent Name: Dinsmore & Shohl, LLP
Address Line 1: 255 East Fifth Street
Address Line 2: Suite 1900
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	5328 - LVI Tx Assignment
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NAME OF SUBMITTER:	April L. Besl
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SIGNATURE:	/april l besl/
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DATE SIGNED:	09/14/2020
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is being delivered as of this 17th day of August, 2020, by and between **LVI INTERMEDIATE HOLDINGS, INC.**, a Delaware corporation together with each "Assignor" identified on the signature page hereto (collectively with LVI Intermediate Holdings, Inc. the "Assignors" and each individually an "Assignor") and **KISMET NEW VISION HOLDINGS, LLC**, a Delaware limited liability company (together with its permitted successors, designees and assigns, "Assignee"), pursuant to the terms of that certain Amended and Restated Asset Purchase Agreement, dated as of July 14, 2020, by and among Assignor, Assignee and the other Sellers parties thereto (the "Agreement").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Assignor does hereby irrevocably assign, transfer and convey unto Assignee, its successors and assigns, all of such Assignor's right, title and interest, in perpetuity, whether now known or hereafter created, throughout the universe, in and to any and all, registered trademarks, registered service marks, trademark and service mark applications, unregistered trademarks and service marks, registered trade names and unregistered trade names, corporate names, fictitious names, registered trade dress and unregistered trade dress, logos, slogans, Internet domain names, rights in telephone numbers and text numbers and codes, and other indicia of source, origin, endorsement, sponsorship or certification, together with all translations, adaptations, derivations, combinations and renewals thereof in the United States and all countries and jurisdictions foreign thereto, in which such Assignor possesses any rights and/or ownership interests, including, without limitation, all of the trademarks, service marks and trade names registered, or the subject of an application for registration, in the United States Patent and Trademark Office, as set forth on **Schedule A** attached hereto, together with any and all renewals and extensions thereof (collectively, the "Trademarks"), together with the goodwill attendant of such Assignor's ongoing and existing business associated therewith, appurtenant thereto, and symbolized thereby, the same to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment has not been made, along with (to the fullest extent permitted by law) any and all claims for past infringement, and such Assignor's right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation, whether prior to or subsequent to the date hereof, of any of such Trademarks, or of any proprietary or other rights in any or all such Trademarks.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

Subject to the terms and conditions of the Agreement, each Assignor shall promptly, upon the request of Assignee and/or any of its successors and assigns, execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee and/or its successors and assigns may reasonably request to permit Assignee and/or its successors or assigns to record the assignment covered by this Assignment or any other documents which Assignee, or any of its successors or assigns, may reasonably deem necessary, appropriate or desirable to evidence or effectuate the terms or intent of this Assignment.

Assignor further covenants and agrees that it, as well as its current and future parents, subsidiaries, affiliates, principals, officers, directors, owners, shareholders, successors, assigns and legal representatives, will at any time upon Assignee's reasonable request communicate to Assignee or its representatives any facts relating to the Trademarks and the history and status thereof, which are known, or become known, to Assignor or its current or future parents, subsidiaries, affiliates, principals, officers, directors, owners, shareholders, successors, assigns or legal representatives.

This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without regard to the principles of conflict of laws. The parties hereto irrevocably consent to the jurisdiction of the federal courts in New Castle County, Delaware, in connection with any action or proceeding arising out of or relating to this Assignment, and agree that venue shall be proper in either court to the exclusion of the courts in any other state or country. The parties further agree that such designated forum is proper and convenient.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Execution and delivery of this Assignment by delivery of a facsimile or electronically recorded copy (including a .pdf file) bearing a copy of the signature of a party shall constitute a valid and binding execution and delivery of this Assignment by such party. Such copies shall constitute enforceable original documents.


This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns, as the case may be, of Assignor and of Assignee.

[Signature pages follow]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment Agreement to be duly executed and delivered as of the date first written above.

ASSIGNORS:

LVI INTERMEDIATE HOLDINGS, INC.
THE LASIK VISION INSTITUTE, LLC
TLC VISION CENTER HOLDINGS, LLC
TOTAL VISION INSTITUTE, LLC
QUALSIGHT, LLC
CATARACT VISION INSTITUTE, LLC
HEALTHCARE MARKETING SERVICES, LLC
CATARACT VISION INSTITUTE FLORIDA, LLC
TLC WHITTEN LASER EYE ASSOCIATES, LLC
TLC VISION CENTERS, LLC
TRUVISION, LLC
TRUVISION CONTACTS, LLC
LASER EYE SURGERY, LLC
TLC LASER EYE CENTERS (REFRACTIVE I), LLC
TLC THE LASER CENTER (PITTSBURGH) L.L.C.
TLC THE LASER CENTER (INDIANA) LLC
TLC THE LASER CENTER (INSTITUTE), LLC
LVI MISSOURI, LLC

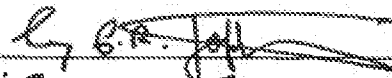
By: 
Lisa Melamed (Aug 2020 12:25 8137)
Name: Lisa Melamed
Title: President and Chief Executive Officer

Signature Page to Trademark Assignment Agreement

IN WITNESS WHEREOF, Assignee has caused this Trademark Assignment Agreement to be duly executed and delivered as of the date first written above.

ASSIGNEE:

KISMET NEW VISION HOLDINGS, LLC

By: 
Name: CRAIG P.R. JOFFE
Title: PRINCIPAL

Signature Page to Trademark Assignment Agreement

SCHEDULE A
TRADEMARKS

Mark	Type	Reg. No.	Assignor
BETTER VISION. BETTER VALUE.	Service Mark	76/663,722	LVI Intermediate Holdings, Inc.
CATARACT VISION INSTITUTE and design	Name and design	87/812,798	LVI Intermediate Holdings, Inc.
Eye design mark	Service Mark	75/156,228	LVI Intermediate Holdings, Inc.
FEEL THE DIFFERENCE. SEE THE RESULTS.	Service Mark	78/487,088	LVI Intermediate Holdings, Inc.
FREEDOMVISION	Service Mark	74/512,108	LVI Intermediate Holdings, Inc.
LASERVISION CENTERS	Service Mark	0657312	LVI Intermediate Holdings, Inc.
LASIK BENEFITS USA	Service Mark	85/536,213	LVI Intermediate Holdings, Inc.
MILLENNIUM LASER EYE CENTERS	Service Mark	75/729,379	LVI Intermediate Holdings, Inc.
MILLENNIUM LASER EYE CENTERS logo	Service Mark	75/749,342	LVI Intermediate Holdings, Inc.
QUALSIGHT	Service Mark	77/293,173	LVI Intermediate Holdings, Inc.
SEE THE BEST	Service Mark	0891108	LVI Intermediate Holdings, Inc.
SEE THE BEST. SEE TLC.	Service Mark	0899318	LVI Intermediate Holdings, Inc.
T.L.C.	Service Mark	0524534	LVI Intermediate Holdings, Inc.
THE LASIK VISION INSTITUTE logo	Service Mark	76/638,853	LVI Intermediate Holdings, Inc.
TLC	Service Mark	0748287	LVI Intermediate Holdings, Inc.
TLC	Service Mark	78/210,212	LVI Intermediate Holdings, Inc.
TLC LASER EYE CENTERS	Service Mark	1015786	LVI Intermediate Holdings, Inc.
TLC LASER EYE CENTERS	Service Mark	75/688,218	LVI Intermediate Holdings, Inc.
TLC LASER EYE CENTERS logo	Service Mark	1021872	LVI Intermediate Holdings, Inc.
TLC LASER EYE CENTERS logo	Service Mark	75/742,028	LVI Intermediate Holdings, Inc.
TLC LASER EYE CENTERS SEE THE BEST logo	Service Mark	1015787	LVI Intermediate Holdings, Inc.
TLC LASER EYE CENTRE MISSISSAUGA	Service Mark	1515431	LVI Intermediate Holdings, Inc.
TLC LIFETIME COMMITMENT	Service Mark	78/458,118	LVI Intermediate Holdings, Inc.
TLC LIFETIME COMMITMENT	Service Mark	75/315,964	LVI Intermediate Holdings, Inc.
TLC logo	Service Mark	75/194,417	LVI Intermediate Holdings, Inc.
TLC THE LASER CENTER INC. logo	Service Mark	75/156,227	LVI Intermediate Holdings, Inc.
TLC UNIVERSITY	Service Mark	1022741	LVI Intermediate Holdings, Inc.
TLC UNIVERSITY logo	Service Mark	1022742	LVI Intermediate Holdings, Inc.
TLC VISION	Service Mark	1115280	LVI Intermediate Holdings, Inc.
TLC VISION	Service Mark	76/310,260	LVI Intermediate Holdings, Inc.
TLC VISION logo	Service Mark	1191234	LVI Intermediate Holdings, Inc.
TLC VISION logo	Service Mark	78/320,319	LVI Intermediate Holdings, Inc.
TLC YONGE ELINGTON	Service Mark	1690302	LVI Intermediate Holdings, Inc.