

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM626485

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Marc Ellman, M.D., PA. d/b/a Southwest Eye Institute		02/15/2021	Professional Association: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Southwest Eye Management, LLC		
<b>Street Address:</b>	1400 Common Drive		
<b>City:</b>	El Paso		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	79936		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4059130	SOUTHWEST EYE INSTITUTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2136201398		
<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>			
<b>Phone:</b>	2136201780		
<b>Email:</b>	laipdocketing@sheppardmullin.com,ktuszynski@sheppardmullin.com		
<b>Correspondent Name:</b>	Sheppard, Mullin, Richter & Hampton LLP		
<b>Address Line 1:</b>	333 S. Hope Street, 43rd Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>NAME OF SUBMITTER:</b>	Scott R. Miller		
<b>SIGNATURE:</b>	/Scott R. Miller/		
<b>DATE SIGNED:</b>	02/16/2021		
<b>Total Attachments: 3</b>			
source=Trademark Assignment - SW Eye to Southwest Eye Management (Executed - 2.15.21)#page1.tif			
source=Trademark Assignment - SW Eye to Southwest Eye Management (Executed - 2.15.21)#page2.tif			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of the 15<sup>th</sup> day of February, 2021, by and between Marc Ellman, M.D., P.A. d/b/a Southwest Eye Institute, a Texas professional association ("Assignor"), and Southwest Eye Management, LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, Assignor is the owner of all the marks set forth on Schedule A attached hereto and made a part hereof (collectively, the "Marks"); and

**WHEREAS**, pursuant to that certain Asset Transfer Agreement entered into between Assignor and Assignee, dated as of the date hereof (the "Asset Transfer Agreement"), Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business pertaining thereto and Assignee desires to acquire all right, title and interest in and to the Marks.

**NOW, THEREFORE**, in consideration for entering into the Asset Transfer Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers, grants, sells and otherwise conveys to Assignee all of Assignor's right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights, together with the goodwill of the business symbolized by the Marks and all claims for damages by reason of past infringements of the Marks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

2. Governing Law. This Assignment is governed by and is to be construed and interpreted in accordance with the laws of the State of Texas, without regard to the laws of conflict that might otherwise apply.

3. Construction. This Assignment is delivered pursuant to and is subject to the Asset Transfer Agreement. In the event of any conflict between the terms of the Asset Transfer Agreement and the terms of this Assignment, the terms of the Asset Transfer Agreement will prevail.

4. Modifications, Amendments, or Waivers. This Assignment may be modified, amended or waived only by a written document specifically identifying this Assignment and signed by a duly authorized representative of each of the parties.

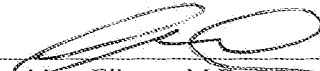
5. Facsimile or Scanned Signature. This Agreement may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment, and any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original for all intents and purposes. All signatures will be deemed to be delivered simultaneously.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their duly authorized representatives.


ASSIGNOR:

MARC ELLMAN, M.D., P.A. D/B/A  
SOUTHWEST EYE INSTITUTE

By:   
Name: Marc Ellman, M.D.  
Title: Authorized Signatory

ASSIGNEE:

Southwest Eye Management, LLC

By:   
Name: Marc Ellman, M.D.  
Title: Authorized Signatory

[Signature Page to Trademark Assignment]

**SCHEDULE A**

Trademarks

<b>Registered Intellectual Property Holder</b>	<b>Description</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Jurisdiction</b>
Marc Ellman, M.D., P.A.	Trademark for Southwest Eye Institute name and logo	85246515	February 18, 2011	4059130	United States