

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM635945

<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>
Tri-State Centers for Sight, Inc.		03/30/2021	Professional Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Midwest Eye Center, Inc.		
<b>Street Address:</b>	4452 Eastgate Blvd.		
<b>Internal Address:</b>	#300		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45245		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2581743	MIDWEST EYECENTER	
<b>Registration Number:</b>	1945542	TRUST THE DOCTOR THAT OTHER DOCTORS TRUS	
<b>Registration Number:</b>	3421872	LENSIK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	4155911000		
<b>Email:</b>	TrademarksCH@winston.com		
<b>Correspondent Name:</b>	Becky L. Troutman, Winston & Strawn LLP		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-5840		
<b>NAME OF SUBMITTER:</b>	Becky L. Troutman		
<b>SIGNATURE:</b>	/Becky L. Troutman/		
<b>DATE SIGNED:</b>	03/31/2021		
<b>Total Attachments: 5</b>			
source=Tri-State Centers to Midwest Eye Center trademark assignment#page1.tif			
source=Tri-State Centers to Midwest Eye Center trademark assignment#page2.tif			

CH \$90.00 2581743

source=Tri-State Centers to Midwest Eye Center trademark assignment#page3.tif  
source=Tri-State Centers to Midwest Eye Center trademark assignment#page4.tif  
source=Tri-State Centers to Midwest Eye Center trademark assignment#page5.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into effective as of March 30, 2021 (the "Effective Date") by and between Tri-State Centers for Sight, Inc. an Ohio professional corporation having a principal place of business at 4452 Eastgate Blvd, #300, Cincinnati, OH 45245 ("Assignor") and Midwest Eye Center, Inc., a Delaware corporation having a principal place of business at 4452 Eastgate Blvd, #300, Cincinnati, OH 45245 ("Assignee").

A. Assignor is the owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto; and

B. Assignee wishes to purchase, and Assignor is willing to sell, assign, convey and transfer to Assignee, all right, title and interest in and to each such trademark, trademark application and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks"), on the following terms and conditions.

NOW THEREFORE, in consideration of payment of One United States Dollar (US \$1.00) and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to: (a) the Marks, all goodwill associated with any of the Marks, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright and domain name rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and (b) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Marks prior to, on, or after the date of this Assignment, together with the right to sue, prosecute and collect damages for such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor will promptly execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment. The cost of recording and registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.

4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Delaware, without regard to its conflicts of law principles.

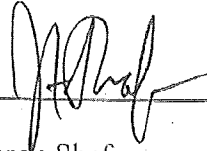
[Signature page follows.]

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

**ASSIGNOR:**

**TRI-STATE CENTERS FOR SIGHT, INC.**

By: \_\_\_\_\_



Name: Jason Shafer

Title: Treasurer

**ASSIGNEE:**

**MIDWEST EYE CENTER, INC.**

By: \_\_\_\_\_

Name: Justin Ishbia

Title: Chairman and President

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

**ASSIGNOR:**

**TRI-STATE CENTERS FOR SIGHT, INC.**

By: \_\_\_\_\_

Name: Jason Shafer

Title: Treasurer

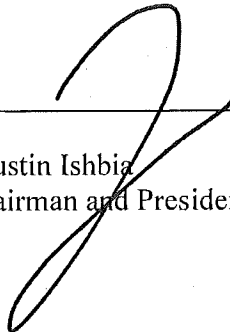
**ASSIGNEE:**

**MIDWEST EYE CENTER, INC.**

By: \_\_\_\_\_


Name: Justin Ishbia

Title: Chairman and President

A handwritten signature in black ink, appearing to be 'Justin Ishbia', written over a horizontal line. The signature is stylized with a large loop at the top and a long, sweeping stroke at the bottom.

**EXHIBIT A**

**MARKS**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status of Mark</b>
MIDWEST EYECENTER and Design 	76244050	4/20/01	2581743	6/18/02	Registered
TRUST THE DOCTOR THAT OTHER DOCTORS TRUST	74617768	01/04/95	1945542	01/02/96	Registered
LENSIK	77234435	7/20/07	3421872	5/6/08	Registered