

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM649026

<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>
RX Optical Laboratories, Inc.		05/03/2021	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capital Vision Services, LLC		
<b>Street Address:</b>	1950 Old Gallows Road		
<b>Internal Address:</b>	Suite 520		
<b>City:</b>	Vienna		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22182		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75245722	VISION BENEFIT PROGRAM	
<b>Serial Number:</b>	75245723	VISION ADVANTAGE PROGRAM	
<b>Registration Number:</b>	1494613	RX OPTICAL	
<b>Registration Number:</b>	1730097	THE PEOPLE WHO CARE FOR YOUR EYES.	
<b>Registration Number:</b>	1720706	RXTRA VISIONCARE PROGRAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	7043311000		
<b>Email:</b>	few-ptotmcorrespondence@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	Suite 4700		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202-4003		
<b>ATTORNEY DOCKET NUMBER:</b>	037909-504		
<b>NAME OF SUBMITTER:</b>	F. Emmett Weindruch		
<b>SIGNATURE:</b>	/few/		
<b>DATE SIGNED:</b>	05/24/2021		

OP \$140.00 75245722

**Total Attachments: 12**

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source=CVS-Rx Optical - Executed IP Assignment Agreement (2)#page11.tif  
source=CVS-Rx Optical - Executed IP Assignment Agreement (2)#page12.tif

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of May 3, 2021 (the "Effective Date"), is by and between RX OPTICAL LABORATORIES, INC., a Michigan corporation ("Assignor"), and CAPITAL VISION SERVICES, LLC, a Delaware limited liability company 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 the addresses set forth in Exhibit A (the "Assignor Intellectual Property"), including but not limited to the Copyrights, Marks, Websites, and Accounts identified on Schedule B hereto (if any, the "Assignor Copyrights" "Assignor Marks," "Assignor Websites," and "Assignor Accounts," respectively);

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of February 1, 2020, by and among Assignor, Assignee and the other parties named therein, as amended by that certain Closing Side Letter, dated as of May 3, 2021 (collectively, as amended or modified from time to time in accordance with its terms, 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 right, title, and interest in and to the Assignor Websites, including but not limited to all worldwide intellectual property and other proprietary rights herein.

(b) Assignor agrees to initiate on the Effective Date and promptly complete thereafter all steps necessary to transfer the rxoptical.com, rxoptical.net, rivertownoptical.com, and smeelink.com domain names 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 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 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. Assignor Copyrights.**

(a) Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title and worldwide interest, in and to the Assignor Copyrights, including (i) all U.S. Copyright registrations related to the Assignor Copyrights (and any further registrations or applications relating thereto and any renewals and extensions thereof); (ii) all moral rights in the Assignor Copyrights; (iii) the right to file any document to maintain the Assignor Copyrights and any associated registrations; and (iv) the right to sue for past, present and future infringement of the Assignor Copyrights 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 Register of Copyrights of the United States Copyright Office and all other corresponding entities or agencies in any applicable government or foreign countries, to record Assignee as the owner of the Assignor Copyrights.

**Section 5. Assignment of the Assignor Intellectual Property.** To the extent not otherwise assigned by Assignor pursuant to Sections 1-4 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 worldwide right, title, and interest in and to the Assignor Intellectual Property.

**Section 6. Further Assurances.** Assignor hereby agrees to perform such proper and additional acts and execute such additional documents as are deemed necessary by Assignee or the governmental agencies or other organizations having jurisdiction over the Assignor Intellectual Property, including the Assignor Marks, the Assignor Copyrights, 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, the Assignor Copyrights, and domain names associated with the Assignor Websites with the appropriate government agencies or other organizations.

**Section 7. Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**Section 8. 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 9. 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.

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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

By: \_\_\_\_\_  
Name: Sue Downes  
Title: President and Chief Executive Officer

RX OPTICAL LABORATORIES, INC.

By: \_\_\_\_\_  
Name: Stephan J. Jepson  
Title: President and 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 Websites**

The websites located at:

rxoptical.com  
rxoptical.net  
rivertownoptical.com  
smeelink.com  
rxoptical.co

**B. Assignor Marks**

1. Registered Marks

Mark	Country	Reg. No.	Reg. Date	Serial No.	App. Date.
RX OPTICAL & Design 	US	1,494,613	6/28/1988	73/635,633	12/16/1986
THE PEOPLE WHO CARE FOR YOUR EYES	US	1,730,097	11/3/1992	74/236,644	1/10/1992
VISION BENEFIT PROGRAM	US	--	--	75/245,722	2/21/1997
VISION ADVANTAGE PROGRAM	US	--	--	75/245,723	2/21/1997
RXTRA VISIONCARE PROGRAM	US	1720706	9/29/92	74221446	11/14/91

2. Unregistered Marks

VISION ADVANTAGE PROGRAM  
VISION BENEFIT PROGRAM  
MADE IN MICHIGAN SINCE 1947

**C. Assignor Copyrights**

Title	Country	Reg. No.	Reg. Date
Optician training program, Rx Optical Laboratories	US	TX0002005764	11/03/1986

**E. Assignor Accounts**

Facebook: <https://www.facebook.com/RxOpticallabs>  
Instagram: <https://www.instagram.com/rxopticallabs/>  
LinkedIn: <https://www.linkedin.com/company/rx-optical-laboratories-inc./about/>  
Twitter: <https://www.twitter.com/RxOptical>

Yelp: Allen Park	<a href="https://www.yelp.com/biz/rx-optical-allen-park-allen-park-3">https://www.yelp.com/biz/rx-optical-allen-park-allen-park-3</a>
Ann Arbor	<a href="https://www.yelp.com/biz/rx-optical-ann-arbor-ann-arbor-2">https://www.yelp.com/biz/rx-optical-ann-arbor-ann-arbor-2</a>
Ann Arbor East	<a href="https://www.yelp.com/biz/rx-optical-ann-arbor-east-ann-arbor">https://www.yelp.com/biz/rx-optical-ann-arbor-east-ann-arbor</a>
Battle Creek	<a href="https://www.yelp.com/biz/rx-optical-battle-creek-battle-creek-2">https://www.yelp.com/biz/rx-optical-battle-creek-battle-creek-2</a>
Benton Harbor	<a href="https://www.yelp.com/biz/rx-optical-benton-harbor-benton-harbor">https://www.yelp.com/biz/rx-optical-benton-harbor-benton-harbor</a>
Breton Village	<a href="https://www.yelp.com/biz/rx-optical-grand-rapids-32">https://www.yelp.com/biz/rx-optical-grand-rapids-32</a>
Cascade	<a href="https://www.yelp.com/biz/rx-optical-grand-rapids-grand-rapids-8">https://www.yelp.com/biz/rx-optical-grand-rapids-grand-rapids-8</a>
Charlotte	<a href="https://www.yelp.com/biz/rx-optical-charlotte-charlotte">https://www.yelp.com/biz/rx-optical-charlotte-charlotte</a>
Coldwater	<a href="https://www.yelp.com/biz/rx-optical-coldwater-coldwater">https://www.yelp.com/biz/rx-optical-coldwater-coldwater</a>
Farmington Hills	<a href="https://www.yelp.com/biz/rx-optical-farmington-hills-farmington-hills">https://www.yelp.com/biz/rx-optical-farmington-hills-farmington-hills</a>
Grand Haven	<a href="https://www.yelp.com/biz/rx-optical-grand-haven-grand-haven">https://www.yelp.com/biz/rx-optical-grand-haven-grand-haven</a>
Grandville	<a href="https://www.yelp.com/biz/rx-optical-grandville-grandville-3">https://www.yelp.com/biz/rx-optical-grandville-grandville-3</a>
Grand Rapids	<a href="https://www.yelp.com/biz/rx-optical-grand-rapids-grand-rapids-3">https://www.yelp.com/biz/rx-optical-grand-rapids-grand-rapids-3</a>
Grand Rapids / Plainfield	<a href="https://www.yelp.com/biz/rx-optical-grand-rapids-33">https://www.yelp.com/biz/rx-optical-grand-rapids-33</a>
Hastings	<a href="https://www.yelp.com/biz/rx-optical-hastings-hastings">https://www.yelp.com/biz/rx-optical-hastings-hastings</a>
Holland / Central	<a href="https://www.yelp.com/biz/rx-optical-holland-holland">https://www.yelp.com/biz/rx-optical-holland-holland</a>
Holland / North	<a href="https://www.yelp.com/biz/rx-optical-holland-north-holland">https://www.yelp.com/biz/rx-optical-holland-north-holland</a>
Holland / South	<a href="https://www.yelp.com/biz/rx-optical-holland-south-holland">https://www.yelp.com/biz/rx-optical-holland-south-holland</a>
Ionia	<a href="https://www.yelp.com/biz/rx-optical-onia-onia">yelp.com/biz/rx-optical-onia-onia</a>
Jackson	<a href="https://www.yelp.com/biz/rx-optical-jackson-7">https://www.yelp.com/biz/rx-optical-jackson-7</a>
Jackson West	<a href="https://www.yelp.com/biz/rx-optical-jackson-west-jackson-3">https://www.yelp.com/biz/rx-optical-jackson-west-jackson-3</a>
Jenison	<a href="https://www.yelp.com/biz/rx-optical-jenison-jenison-2">https://www.yelp.com/biz/rx-optical-jenison-jenison-2</a>
Jonesville / Hillsdale	<a href="https://www.yelp.com/biz/rx-optical-jonesville-jonesville">https://www.yelp.com/biz/rx-optical-jonesville-jonesville</a>
Kalamazoo / Drake Road	<a href="https://www.yelp.com/biz/rx-optical-kalamazoo-21">https://www.yelp.com/biz/rx-optical-kalamazoo-21</a>
Kalamazoo / East Side	<a href="https://www.yelp.com/biz/rx-optical-kalamazoo-east-side-kalamazoo-3">https://www.yelp.com/biz/rx-optical-kalamazoo-east-side-kalamazoo-3</a>
Kalamazoo / Oakwood	<a href="https://www.yelp.com/biz/rx-optical-kalamazoo-oakwood-kalamazoo-4">https://www.yelp.com/biz/rx-optical-kalamazoo-oakwood-kalamazoo-4</a>
Kalamazoo / West	<a href="https://www.yelp.com/biz/rx-optical-kalamazoo-west-kalamazoo-2">https://www.yelp.com/biz/rx-optical-kalamazoo-west-kalamazoo-2</a>
Kalamazoo / Westnedge Hill	<a href="https://www.yelp.com/biz/rx-optical-kalamazoo-westnedge-hill-kalamazoo-9">https://www.yelp.com/biz/rx-optical-kalamazoo-westnedge-hill-kalamazoo-9</a>
Kentwood	<a href="https://www.yelp.com/biz/rx-optical-kentwood-grand-rapids-2">https://www.yelp.com/biz/rx-optical-kentwood-grand-rapids-2</a>
Kentwood South	<a href="https://www.yelp.com/biz/rx-optical-grand-rapids-31">https://www.yelp.com/biz/rx-optical-grand-rapids-31</a>
Knapp's Crossing	<a href="https://www.yelp.com/biz/rx-optical-grand-rapids-grand-rapids-7">https://www.yelp.com/biz/rx-optical-grand-rapids-grand-rapids-7</a>
Lansing	<a href="https://www.yelp.com/biz/rx-optical-lansing-lansing">https://www.yelp.com/biz/rx-optical-lansing-lansing</a>
Livonia	<a href="https://www.yelp.com/biz/rx-optical-livonia-livonia-2">https://www.yelp.com/biz/rx-optical-livonia-livonia-2</a>
Muskegon	<a href="https://www.yelp.com/biz/rx-optical-muskegon-muskegon">https://www.yelp.com/biz/rx-optical-muskegon-muskegon</a>
Muskegon / Fruitport	<a href="https://www.yelp.com/biz/rx-optical-muskegon-muskegon-2">https://www.yelp.com/biz/rx-optical-muskegon-muskegon-2</a>
Niles	<a href="https://www.yelp.com/biz/rx-optical-niles-niles">https://www.yelp.com/biz/rx-optical-niles-niles</a>
Norton Shores	<a href="https://www.yelp.com/biz/rx-optical-norton-shores-muskegon">https://www.yelp.com/biz/rx-optical-norton-shores-muskegon</a>
Okemos	<a href="https://www.yelp.com/biz/rx-optical-okemos-okemos">https://www.yelp.com/biz/rx-optical-okemos-okemos</a>
Otsego / Plainwell	<a href="https://www.yelp.com/biz/rx-optical-plainwell-3">https://www.yelp.com/biz/rx-optical-plainwell-3</a>
Plainfield North	<a href="https://www.yelp.com/biz/rx-optical-plainfield-north-grand-rapids-3">https://www.yelp.com/biz/rx-optical-plainfield-north-grand-rapids-3</a>
Plymouth	<a href="https://www.yelp.com/biz/rx-optical-plymouth-plymouth-3">https://www.yelp.com/biz/rx-optical-plymouth-plymouth-3</a>
Portage	<a href="https://www.yelp.com/biz/rx-optical-portage-portage-4">https://www.yelp.com/biz/rx-optical-portage-portage-4</a>
Rockford	<a href="https://www.yelp.com/biz/rx-optical-rockford-rockford-2">https://www.yelp.com/biz/rx-optical-rockford-rockford-2</a>
Southgate	<a href="https://www.yelp.com/biz/rx-optical-southgate-southgate-4">https://www.yelp.com/biz/rx-optical-southgate-southgate-4</a>
St. Joseph	<a href="https://www.yelp.com/biz/rx-optical-st-joseph-saint-joseph">yelp.com/biz/rx-optical-st-joseph-saint-joseph</a>
Sturgis	<a href="https://www.yelp.com/biz/rx-optical-sturgis-sturgis">https://www.yelp.com/biz/rx-optical-sturgis-sturgis</a>
Three Rivers	<a href="https://www.yelp.com/biz/rx-optical-three-rivers-three-rivers-5">https://www.yelp.com/biz/rx-optical-three-rivers-three-rivers-5</a>
Walker	<a href="https://www.yelp.com/biz/rx-optical-walker-grand-rapids-2">https://www.yelp.com/biz/rx-optical-walker-grand-rapids-2</a>
Walker / Standale	<a href="https://www.yelp.com/biz/rx-optical-walker-7">https://www.yelp.com/biz/rx-optical-walker-7</a>
Woodhave	<a href="https://www.yelp.com/biz/rx-optical-woodhaven-woodhaven-4">https://www.yelp.com/biz/rx-optical-woodhaven-woodhaven-4</a>

Wyoming  
Angola  
Elkhart  
Kendallville

<https://www.yelp.com/biz/rx-optical-wyoming-wyoming-3>  
<https://www.yelp.com/biz/rx-optical-angola-angola>  
[yelp.com/biz/rx-optical-elkhart-elkhart](https://www.yelp.com/biz/rx-optical-elkhart-elkhart)  
<https://www.yelp.com/biz/rx-optical-kendallville-kendallville>

## **EXHIBIT A**

### **Seller's Michigan Business Addresses**

1. Allen Park - 23055 Outer Dr., Allen Park, MI 48101
2. Ann Arbor - 867 W. Eisenhower Pkwy, Ann Arbor, MI 48103
3. Ann Arbor East - 3275 Washtenaw Ave., Ann Arbor, MI 48104
4. Battle Creek - 65 E Columbia Ave., Battle Creek, MI 49015
5. Benton Harbor - 1761 S. M 139, Benton Harbor, MI 49022
6. Breton Village - 1858 Breton Road SE, Grand Rapids, MI 49506
7. Cascade - 6749 Cascade Rd. SE, Grand Rapids, MI 49546
8. Charlotte - 1315 Lansing Rd., Charlotte MI 48813
9. Coldwater - 755 E. Chicago St., Coldwater, MI 49036
10. Farmington Hills - 27604 Middlebelt Rd., Farmington Hills, MI 48334
11. Grand Haven - 1125 S. Beacon Blvd., Grand Haven, MI 49417
12. Grandville - 4555 Wilson Ave. SW, Grandville, MI 49418
13. Grand Rapids – 3081 and 3083 28th St. SE, Grand Rapids, MI 49512
14. Grand Rapids / Plainfield - 4020 Plainfield Ave NE, Grand Rapids, MI 49525
15. Hastings - 803 W. State St., Hastings, MI 49058
16. Holland / Central - 590 E. 16th Street, Suite #20, Holland, Michigan 49423
17. Holland / North - 12659 Riley St., Holland, MI 49424
18. Holland / South - 1148 S. Washington Ave., Holland, MI 49423
19. Ionia - 3125 S. State Rd., Ionia, MI 48846
20. Jackson - 3132 E. Michigan Ave., Jackson, MI 49202
21. Jackson West - 1617 N. West Ave., Jackson, MI 49202
22. Jenison - 381 Baldwin St., Jenison, MI 49428
23. Jonesville / Hillsdale - 855 Olds St., Jonesville, MI 49250

24. Kalamazoo / Drake Road - 2067 S. Drake Rd., Kalamazoo, MI 49006
25. Kalamazoo / East Side - 5465 Gull Rd., Kalamazoo, MI 49048
26. Kalamazoo / Michigan - 155 W. Michigan Avenue, Kalamazoo, MI 49007
27. Kalamazoo / Oakwood - 3013 Oakland Dr., Kalamazoo, MI 49008
28. Kalamazoo / West - 5349 W. Main St., Kalamazoo, MI 49009
29. Kalamazoo / Westnedge Hill – 1727 (retail site), 1725 (laboratory) and 1825 (headquarters) S. Park St., Kalamazoo, MI 49001
30. Kentwood - 2350 44th St. SE, Kentwood, MI 49508
31. Kentwood South - 6143 Kalamazoo Ave., Grand Rapids, MI 49508
32. Knapp's Crossing - 2000 East Beltline NE, Grand Rapids, MI 49525
33. Lansing - 5204 W. Saginaw Hwy., Lansing, MI 48917
34. Livonia - 29474 West Seven Mile Rd., Livonia, MI 48152
35. Muskegon - 2159 E. Apple Ave., Muskegon, MI 49442
36. Muskegon / Fruitport - 1720 E. Sternberg Rd., Muskegon, MI 49444
37. Niles - 1421 S. 11th St., Niles, MI 49120
38. Norton Shores - 3445 Henry St. #100, Norton Shores, MI 49441
39. Okemos - 2285 W. Grand River Ave., Okemos, MI 48864
40. Otsego / Plainwell - 1281 W M-89, Plainwell MI, 49080
41. Plainfield North - 5429 Northland Dr. NE, Grand Rapids, MI 49525
42. Plymouth - 44429 Ann Arbor Rd. W., Plymouth, MI 48170
43. Portage - 6123 S. Westnedge Ave., Portage MI, 49002
44. Rockford - 507 E. Division St., Rockford, MI 49341
45. Saline - 900 E. Michigan Avenue, Saline, 48176
46. Southgate - 15204 Eureka Rd., Southgate, MI 48195
47. St. Joseph – 2004 and 2008 Washington Ave., St. Joseph, MI 49085
48. Sturgis - 500 S Centerville Rd., Sturgis, MI 49091

- 49. Three Rivers - 111 N. US Hwy. 131, Three Rivers, MI 49093
- 50. Walker - 3576 Alpine Ave. NW, Walker, MI 49504
- 51. Walker / Standale - 4482 Lake Michigan Dr. NW, Walker, MI 49534
- 52. Woodhaven - 22750 Allen Rd., Woodhaven, MI 48183
- 53. Wyoming - 1717 28th St. SW, Wyoming, MI 49509

**Seller's Indiana Business Addresses**

- 54. Angola - 1400 N. Wayne St., Angola, IN 46703
- 55. Elkhart - 2224 Cassopolis St., Elkhart, IN 46516
- 56. Kendallville - 208 W. North St., Kendallville, IN 46755