

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM656150

<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>
M & S Technologies, Inc.		12/31/2020	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Hilsinger Company Parent, LLC		
<b>Street Address:</b>	33 WEST BACON STREET		
<b>City:</b>	PLAINVILLE		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02762		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3781927	MAKING THE WORLD A BETTER PLACE TO SEE	
<b>Registration Number:</b>	3575655	M&S	
<b>Registration Number:</b>	3823562	SMART SYSTEM	
<b>Registration Number:</b>	4448178	CUSTOM/LINK	
<b>Registration Number:</b>	4547562	CUSTOMLINK	
<b>Registration Number:</b>	5845958	CTS CLINICAL TRIAL SUITE	
<b>Serial Number:</b>	90174904	EYESIMPLIFY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4012734447		
<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>	401-273-4446		
<b>Email:</b>	CMB@BARJOS.COM		
<b>Correspondent Name:</b>	Cynthia Branca, BARLOW JOSEPHS & HOLMES		
<b>Address Line 1:</b>	40 WESTMINSTER STREET, 3RD FLOOR		
<b>Address Line 4:</b>	PROVIDENCE, RHODE ISLAND 02903		
<b>NAME OF SUBMITTER:</b>	Cynthia Branca		
<b>SIGNATURE:</b>	/cynthia branca/		
<b>DATE SIGNED:</b>	06/25/2021		

OP \$190.00 3781927

**Total Attachments: 32**

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Assignment Agreement”), is entered into as of December 31, 2020, by and among The Hilsinger Company Parent, LLC, a Delaware limited liability company (“Purchaser”), M & S Technologies, Inc., an Illinois corporation (“M&S”) and J. Anthony & Associates, Inc., a Wyoming corporation (“JA&A” and, together with M&S, the “Sellers”).

**WHEREAS**, Purchaser and Sellers are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and among Purchaser, Sellers and the Equityholder, pursuant to which Purchaser shall purchase certain assets, including those IP Assets that are owned by Sellers, and assume certain liabilities, of Sellers.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement.

2. Assignment. Each Seller hereby sells, assigns, conveys, transfers and delivers to Purchaser:

(a) all of such Seller’s worldwide right, title and interest in and to all IP Assets owned by such Seller, including:

(i) the patent and patent applications identified in Exhibit A attached hereto, all applications for and inventions disclosed in any of the foregoing, including all provisionals, continuations, divisionals, and continuations-in-part thereof and patents issuing thereon, along with all reissues, reexaminations, renewals and extensions thereof, and all rights to claim priority of any of the foregoing);

(ii) the trademarks, service marks, domain names, social media accounts and registrations and applications therefor identified in Exhibit A attached hereto, the ongoing and existing business of each Seller to which the trademarks pertain and all goodwill associated with any of the foregoing;

(iii) the Software identified in Exhibit A attached hereto; and

(iv) all other Intellectual Property, arising out of, in connection with or in relation to any of the foregoing or any other IP Assets owned by such Seller (collectively, the “Assigned IP”), the same to be held and enjoyed by Purchaser, its successors and assigns; all goodwill associated with any of the foregoing;

(b) all of each Seller’s right to file patent, trademark and copyright applications in the United States and throughout the world for the Assigned IP in the name of Purchaser, its successors and assigns; and

(c) 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, related to any of the Assigned IP, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Assigned IP, and all rights corresponding thereto throughout the world for the Assigned IP rights assigned herein.

3. Authorization. Each Seller authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents, trademarks or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Purchaser and to record Purchaser as owner of the patents and trademarks, as assignee of the entire right, title and interest of Sellers in, to and under the same, for the sole use and enjoyment of Purchaser, its successors, assigns or other legal representatives.

4. Further Assurances. Each Seller shall provide Purchaser, its successors and assigns with all such assistance as it may reasonably request for the assignment of the rights granted in Section 2. Each Seller shall do all things reasonably necessary, proper or advisable to reasonably assist Purchaser in transferring all the Assigned IP, including all domain names that are IP Assets, including as applicable, placing each of the domain names in “unlocked” status and provide to Purchaser the Internet domain name registrars’ transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of each Seller’s right, title and interest in the domain names to Purchaser. Sellers shall not assert any right, title or interest in or to any of the Assigned IP and shall not use any of the Assigned IP except as may be expressly authorized by Purchaser in writing or the Purchase Agreement.

5. General.

(a) Entire Agreement. This Assignment Agreement, the Purchase Agreement (including the schedules and exhibits thereto), the Sellers Documents, the Purchaser Documents, the Equityholder Documents, the Ancillary Agreements and any other agreements, documents, instruments or certificates contemplated herein and therein represent the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and thereof. In the event of a conflict between the terms and conditions of this Assignment Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

(b) Succession and Assignment. This Assignment Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Assignment Agreement or any of his, her, or its rights, interests, or obligations hereunder without the prior written approval of Purchaser and Seller.

(c) Signatures. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

(d) Headings. The section headings contained in this Assignment Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment Agreement.

(e) Governing Law. This Assignment Agreement, and the determination of any and all claims arising out of, relating to or in connection with this Assignment Agreement, shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State without giving effect to the choice of law principles of such State that would require or permit the application of the laws of another jurisdiction.

(f) Terms of Purchase Agreement. The Parties hereby agree that, with respect to any disputes, claims or controversies under this Assignment Agreement, the terms of Sections 12.2 (Submission to Jurisdiction), 12.3 (Consent to Service of Process), 12.4 (Waiver of Jury Trial), 12.12 (Arbitration), 12.12(b) (Selection of Arbitrator), 12.12(c) (Venue), 12.12(d) (Governing Law), 12.12(e) (Pleading), 12.12(f) (Costs), 12.12(g) (Confidentiality), and 12.12(h) (Confirmation) of the Purchase Agreement shall apply to the terms of this Assignment Agreement as if fully set forth herein. For avoidance of doubt, the parties hereto acknowledge and agree that this Assignment Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

(g) Amendments and Waivers. No action taken pursuant to this Assignment Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Assignment Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

(h) Severability. Any term or provision of this Assignment Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the


transactions contemplated by this Assignment Agreement are consummated as originally contemplated to the greatest extent possible.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

**PURCHASER:**

**THE HILSINGER COMPANY PARENT, LLC**

By:   
Name: James Ross Brownlee  
Title: President

**SELLERS:**

**M & S TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**J. ANTHONY & ASSOCIATES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Intellectual Property Assignment Agreement]*

**TRADEMARK**  
**REEL: 007337 FRAME: 0007**





**EXHIBIT A**  
**ASSIGNED IP**

**Patents**

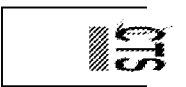
Docket Number	Status	Country	Application Number	Filing Date	Patent Number	Grant Date	Title	Assignment Data	Next Annuity Date	Expiration Date
MTIZ 200004US01	Granted	United States	10/694,609	10/27/2003	7,354,155	4/8/2008	APPARATUS AND METHOD FOR TESTING VISUAL ACUITY AND FIXATION CONTROL	ASSIGNMENT TO M&S TECHNOLOGIES, INC. 3/5/04 UNDER 014403/0326		8/31/2025
MTIZ 200004US02	Granted	United States	12/098,874	4/7/2008	7,926,948	4/19/2011	ASTIGMATIC AXIS INDEPENDENT SPATIAL FREQUENCY AND CONTRAST SENSITIVITY TARGET AND METHOD	ASSIGNMENT TO M&S TECHNOLOGIES, INC. 4/7/08; REEL/FRAME 020766/0703	10/19/2022	10/27/2023
MTIZ 200004US03	Granted	United States	13/088,625	4/18/2011	8,425,040	4/23/2013	ASTIGMATIC AXIS INDEPENDENT SPATIAL FREQUENCY AND CONTRAST SENSITIVITY TARGET AND METHOD	ASSIGNMENT TO M&S TECHNOLOGIES, INC. RECORDED 1/14/13; REEL/FRAME 029621/0818	10/23/2020	11/17/2023

MTIZ 200011US01	Granted	United States	12/481,230	6/9/2009	8,419,184	4/16/2013	OPHTHALMIC EXAMINATION SYSTEM INTERFACE DEVICE	ASSIGNMENT FROM MICHAEL C. WHITTENBURG TO: M&S TECHNOLOGIES, INC. 6/9/09 - REEL/FRAME : 022801/0009; ASSIGNMENT FROM KEVIN A. BUTLER TO M&S TECHNOLOGIES, INC. 6/9/09 - REEL/FRAME : 022801/0105	10/16/2020	6/9/2029
MTIZ 200020US01	Granted	United States	12/911,473	10/25/2010	8,550,631	10/8/2013	GLARE ASSEMBLY FOR COMPUTERIZED EYE TEST DISPLAY	ASSIGNMENT TO M&S TECHNOLOGIES, INC. RECORDED 6/6/11; REEL/FRAME 026395/0187	4/8/2021	10/25/2030
MTIZ 200020US02	Granted	United States	14/673,149	3/30/2015	9,433,347	9/6/2016	GLARE ASSEMBLY FOR EYE TEST DISPLAY	ASSIGNMENT TO M&S TECHNOLOGIES, INC. MARCH 30, 2015, REEL/FRAME : 035290/0230	3/6/2024	10/25/2030
MTIZ 200020US03	Granted	United States	14/047,467	10/7/2013	8,992,022	3/31/2015	GLARE ASSEMBLY FOR COMPUTERIZED EYE TEST DISPLAY	ASSIGNMENT TO M&S TECHNOLOGIES, INC. 4/10/14; REEL/FRAME 032648/0980	9/30/2022	10/25/2030
MTIZ 200020US05	Granted	United States	15/237,239	8/15/2016	9,820,644	11/21/2017	GLARE ASSEMBLY FOR EYE TEST DISPLAY	ASSIGNMENT TO M&S TECHNOLOGIES, INC. 08/15/16, REEL/FRAME 039437/0417	5/21/2021	10/25/2030

MTIZ 200020US06	Granted	United States	15/794,205	10/26/2017	10,182,713	1/22/2019	GLARE ASSEMBLY FOR EYE TEST DISPLAY	ASSIGNMEN T TO M&S TECHNOLOG IES, INC. 10/26/17, REEL/FRAME 043955/0707	7/22/2022	10/25/2030
MTIZ 200047US01	Granted	United States	15/141,575	4/28/2016	10,244,938	4/2/2019	VISION TESTING SYSTEM AND METHOD	ASSIGNMEN T TO M&S TECHNOLOG IES, INC. RECORDED 10/18/18; REEL/FRAME 047221/0306	10/2/2022	4/28/2036
MTIZ 200070USP1	Filed	United States	63/031,297	5/28/2020			AT-HOME VISUAL TESTING SYSTEM AND ASSOCIATED METHOD	ASSIGNMEN T TO M&S TECHNOLOG IES, INC. RECORDED 08/24/20; REEL/FRAME 053565/0508;		5/28/2021

**Trademarks**

Image	Docket Number	Country	Mark	Class (es)	Status	Case Type	Filing Type	Application Number	Application Date	Registration Number	Registration Date	Next Renewal Date
	MTIZ 500015US01	United States	MAKING THE WORLD A BETTER PLACE TO SEE	010	Registered	Intent to Use	National Filing	77/513,527	2-Jul-2008	3,781,927	27-Apr-2010	27-Apr-2030
	MTIZ 500016US01	United States	M&S	010	Registered	Regular	National Filing	77/513,551	2-Jul-2008	3,575,655	17-Feb-2009	17-Feb-2029
	MTIZ 500017US01	United States	SMART SYSTEM	010	Registered	Regular	National Filing	77/513,576	2-Jul-2008	3,823,562	27-Jul-2010	27-Jul-2030
	MTIZ 500029US01	United States	EYESIMPLIFY	009 044	Inactive	Intent to Use	National Filing	85/125,699	9-Sep-2010	4,172,250	10-Jul-2012	
	MTIZ 500034US01	United States	CUSTOMLINK	009	Registered	Intent to Use	National Filing	85/345,579	14-Jun-2011	4,448,178	10-Dec-2013	10-Dec-2023
	MTIZ 500034US02	United States	CUSTOMLINK	009	Registered	Regular	National Filing	86/104,004	29-Oct-2013	4,547,562	10-Jun-2014	10-Jun-2024
	MTIZ 500038US01	United States	M & S XXX	N/A	Inactive	Domain Name	National Filing					
	MTIZ 500052US01	United States	CTS LOGO	009 010	Inactive	Intent to Use	National Filing	87/337,892	16-Feb-2017			



MTIZ 500053US01	United States	CTS CLINICAL TRIAL SUITE W/DESIGN	009 010	Registered	Intent to Use	National Filing	87/348,674	24-Feb-2017	5,845,958	27-Aug-2019	27-Aug-2029
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**Copyrights**

None.

## Domain Names

Domain Name	Renewal Date	Cost
contrastssensitivitytest.com	4/20/2021	720
contrasttest.com	4/20/2021	1181
eyesimplify.com	8/18/2022	1724
eyesimplify.net	8/18/2022	100
glaretest.com	1/17/2022	1279
glaretesting.com	8/3/2022	1430
glaretesting.org	8/3/2022	135
hacss.com	11/29/2020	1454
mandstechnologies.com	4/19/2021	817
mandstechnology.com	4/19/2021	1120
ms-eyecheck.com	6/14/2022	239
mscactis.com	10/13/2021	881
mstec-eyes.com	4/16/2021	169
mstec.com	7/28/2022	4464
mystec.xxx	12/10/2020	557
mstech-eyes.com	2/23/2021	394
mstech-eyes.mobi	4/19/2022	
mstech-eyes.net	4/19/2022	100
mstech-eyes.us	4/18/2022	100
mstech-eyes.xxx	12/6/2020	100
mstechdev.com	7/20/2021	696
mstecheyes.com	3/20/2021	626
mstsportsperformance.com	8/18/2021	529

## Proprietary Software

Smart System

Clinical Trial Suite

ATS/E-ETDRS protocols/algorithms; incorporated into various M&S software products

Melbourne Rapid Fields (MRF)

Voice Recognition software; incorporated into SmartSystem products;

Web-based Visual Acuity and & MRF Testing; these web-based products just recently offered by M&S, no customers yet signed up

Holladay Automated Contrast Sensitivity System (HACSS)

Virtual Reality software applications for various M&S products; currently in development

Sports Vision Performance testing products

Contrast Testing products

Specialized Testing (e.g., Glare testing, polarized monitor, e-ETDRS and ATS algo, electronic low-vision testing)



**Unregistered Trademarks**

"M&S Technologies"

Company Logo

"HACSS"

**Social Media Accounts**

Linked In

<https://www.linkedin.com/company/M&S-technologies-inc->

Twitter

@mstecheyes

Facebook

<https://www.facebook.com/mstecheyes>

Instagram

M&S Technologies Inc. (@mstechnologiesinc)