

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733620

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MACULOGIX, INC.		05/20/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MLOGIX (ABC), LLC, IN ITS SOLE AND LIMITED CAPACITY AS ASSIGNEE FOR THE ASSIGNMENT ESTATE		
Street Address:	1738 BELMAR BLVD.		
Internal Address:	ATTN: JAMES E. GANSMAN		
City:	BELMAR		
State/Country:	NEW JERSEY		
Postal Code:	07719		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4451865	ADAPTDX	
Registration Number:	6175889	ADAPTDX PRO	
Registration Number:	6003436	MACULOGIX	
Registration Number:	4451864	MACULOGIX	
Registration Number:	5420249	THE AMD EXPERTS	
Registration Number:	6004335	AMD CENTER OF EXCELLENCE	
Registration Number:	4359396	AMD CENTER OF EXCELLENCE	
Registration Number:	5998702	AMD EXCELLENCE PROGRAM	
Registration Number:	5998701	AMD ACADEMY	
Registration Number:	6143827	AMD ACADEMY	
Registration Number:	5966850	MACULOGIX	
Registration Number:	5967010	ADAPTDX	
Registration Number:	6311035	RI	
Registration Number:	6311036	ROD INTERCEPT	
Serial Number:	88266138	MACULOGIX	
Serial Number:	88190515	THEIA	
Serial Number:	88596269	ADAPTDX PRO COMFORT GUARD	
Serial Number:	88596233	COMFORT GUARD	

OP \$490.00 4451865

Property Type	Number	Word Mark
Serial Number:	88514508	M

CORRESPONDENCE DATA

Fax Number: 2165665800
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.
Phone: 2165665692
Email: mae.smith@thompsonhine.com
Correspondent Name: SCOTT B. LEPENE, ESQ.
Address Line 1: 3900 KEY CENTER, 127 PUBLIC SQUARE
Address Line 2: THOMPSON HINE LLP
Address Line 4: CLEVELAND, OHIO 44114

NAME OF SUBMITTER:	SCOTT B. LEPENE
SIGNATURE:	/SCOTT B. LEPENE/
DATE SIGNED:	06/09/2022

Total Attachments: 41

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Assignee is a newly formed, wholly-owned subsidiary of Rock Creek, a financial advisory firm possessing significant expertise in the business restructuring sector. Rock Creek's services include, without limitation, financial advisory, turn around, restructuring, fiduciary and pension financial advisory services.

4. Rock Creek and its subsidiaries also specialize in serving as assignees in assignments for the benefit of creditors and will utilize this expertise in administering the MacuLogix assignment estate (the "Assignment Estate") for the benefit of the Assignor.

II. Events Leading Up to Assignment for the Benefit of Creditors/Background

5. Assignor is indebted to creditors and unable to operate as a going concern entity. As a result, Assignor is desirous of providing for payment of its debts so far as is possible through the process afforded under 10 Del. C. §§ 7381-7387 and has solicited the assistance of the Assignee and its affiliates to administer the MacuLogix Assignment Estate

6. On May 20, 2022, Assignor assigned all of its right, title, and interest in its assets pursuant to that certain General Assignment executed by the Assignor and the Assignee (the "General Assignment"). A copy of the General Assignment is attached to this Petition as Exhibit A.

7. In connection with the General Assignment, Assignor also assigned on May 20, 2022, all of its right, title, and interest to any and all (i) patent rights and

related intellectual property throughout the world pursuant to a certain Patent Assignment Agreement (the “Patent Assignment”), (ii) trademark rights and related intellectual property throughout the world pursuant to a certain Trademark Assignment Agreement (the “Trademark Assignment,” together with the Patent Assignment and General Assignment, the “Assignments”). A copy of the Patent Assignment and Trademark Assignment is attached to this Petition as composite Exhibit B.

8. Formed in 2008 and headquartered in Middletown, Pennsylvania, MacuLogix is an ophthalmology company that specializes in the detection of age-related macular degeneration (“AMD”), the largest cause of blindness in the western world, and equips eye care professionals with the technology, tools, and education needed to help identify AMD patients early, before irreversible vision loss has occurred. MacuLogix has developed AdaptDx Pro, an artificial intelligence-driven, head mounted, ophthalmic diagnostic instrument that measures dark adaptation speed, which can be used to identify AMD with 90% sensitivity. In connection with this technology, the company developed 16 U.S. patents and 46 international patents. Prior to the filing of the Assignments, the company employed close to 60 people and was shipping its technology to eye care practitioners throughout the country.

9. Recognizing its financial needs resulting from the ongoing impact of the COVID-19 pandemic on its sales, and its financial commitments to lenders and

creditors, Maculogix commenced a robust search to identify potential investors or possible acquirers. In August 2021, Maculogix engaged New Harbor Venture Partners, an experienced, registered broker-dealer, as placement agent and financial advisor to lead the process to secure adequate financing or an acquirer. Despite months of outreach and marketing efforts, including reaching out to more than 100 sources of capital and strategic and financial acquirers, New Harbor Venture Partners was unable to secure a source of capital or a potential buyer for Maculogix. During this time, MacuLogix's current significant investors were also unable to identify and secure any such source of capital or potential buyer. Subsequently, in February 2022, Maculogix engaged Rock Creek to undertake additional sale and marketing efforts and cast an even wider net to reach potential buyers. To that end, Rock Creek's solicitation of interest consisted of its reaching out to approximately 420 strategic parties based in the eye care industry. Additionally, Rock Creek contacted approximately 350 investment-related firms, another 160 distressed investors, and ten parties focused solely on acquiring intellectual property in an effort to garner interest in the MacuLogix assets.

10. Rock Creek subsequently negotiated 12 non-disclosure agreements with various interested parties. Ultimately, three offers were made to acquire the MacuLogix assets. One purchaser in particular proposed a more significant offer than the other proposals and had greater immediate financial resources than the other

potential purchasers. In connection with this offer, the prospective purchaser mandated an exclusivity provision to conduct its remaining due diligence and a commitment from Rock Creek that no additional negotiations with other parties would ensue. Negotiations with the prospective purchaser commenced in March and continued through to May. Unfortunately, despite Rock Creek's and Maculogix's efforts, including countless discussions with this prospective purchaser, the prospective purchaser elected not to proceed with the transaction on or about May 13, 2022.

11. Immediately upon learning of the prospective purchaser's decision not to proceed, Rock Creek reached out to the other previously interested parties. However, they either expressed that they were no longer interested in pursuing a transaction with MacuLogix for various reasons or that their ability to revisit the opportunity would take far too long given MacuLogix's immediate financial crisis.

12. Given the Assignor's financial predicament, including its terminal lack of liquidity, it became clear to the Assignor's officers, directors and professional advisors that the company could no longer operate as a going concern. Thus, the Assignor, in consultation with its seasoned professionals and consideration of numerous alternatives, determined that the filing of an assignment for the benefit of creditors was the most appropriate mechanism for acting in the best interests of its

creditors and shareholders and maximizing the value of the Assignment Estate's assets.

13. Moreover, the MacuLogix Assignment Estate's secured lenders, which are comprised of (i) (a) Horizon Credit II LLC, a Delaware limited liability, (b) Horizon Technology Finance Corporation, a Delaware corporation, and (c) Horizon Funding Trust 2019-1, a Delaware statutory trust; (ii) Silicon Valley Bank, a California corporation; and (iii) those certain secured noteholders, which consist of (a) Fisk Ventures II, LP, (b) Roche Finance Ltd., (c) Vivo Capital Fund IX, L.P., and (d) LSGH, LLC each consented to the initiation of the ABC Proceeding. The aggregate amount of indebtedness owed to the Secured Lenders is approximately \$23 million.

14. In connection with the administration of the Assignment Estate, each of the Secured Lenders has agreed and consented to the Assignee's use of the Assignment Estate's cash on hand pursuant to an approved budget and an Eleventh Amendment to Loan and Security Agreement dated March 3, 2022 (as amended, restated or otherwise modified). The Secured Lenders also have executed a certain Second Amendment to Forbearance Agreement dated May 20, 2022 ("Forbearance Amendment"), which establishes an understanding between the Secured Lenders as to how net Assignment Estate proceeds will be distributed among them. The Assignee will distribute such net proceeds to these Secured Lenders pursuant to the

terms of the Forbearance Amendment, the General Assignment and applicable law. Any remaining net sale proceeds will be distributed to other stakeholders in the manner described in the General Assignment and pursuant to applicable law. See Exhibit A.

15. Along these lines, the Assignee will seek to generate Assignment Estate proceeds through the implementation of a commercially reasonable sale process as part of this ABC Proceeding and will endeavor to keep the Court apprised of the Assignee's sale efforts.

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WHEREFORE, Assignee requests that the Court assert jurisdiction pursuant to 10 Del. C. §§ 7381-7387.

Dated: May 20, 2022

Womble Bond Dickinson (US), LLP

/s/ Matthew P. Ward

Matthew P. Ward (#4471)
Morgan L. Patterson (#5388)
1313 North Market St., Suite 1200
Wilmington, DE 19801
(302) 252-4354 (Telephone)
(302) 661-7725 (Facsimile)
Matthew.Ward@wbd-us.com
Morgan.Patterson@wbd-us.com

and

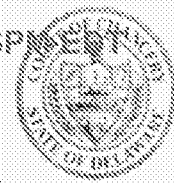
Scott B. Lepene (OH#0076763)
Pro Hac Vice Submission Pending
THOMPSON HINE LLP
3900 Key Center
127 Public Square
Cleveland, Ohio 44114-1291
Scott.Lepene@ThompsonHine.com
216.566.5500 (Telephone)
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Counsel to Assignee M Logix (ABC),
LLC

WORDS: 1,288

EFiled: May 20 2022 06:26 PM
Transaction ID: 060366

**SUPPLEMENTAL INFORMATION PURSUANT TO RULE 3(a)
OF THE RULES OF THE COURT OF CHANCERY**



The information contained herein is for the use by the Court for statistical and administrative purposes only. Nothing stated herein shall be deemed an admission by or binding upon any party.

1. Caption of Case:
In re: MACULOGIX, INC., a Delaware corporation, Assignor
To: M LOGIX (ABC), LLC, a Delaware limited liability company, Assignee
2. Date filed: **May 20, 2022**
3. Name and address of counsel for plaintiff(s): **Matthew P. Ward (DE #4471)**
Morgan L. Patterson (DE #5388)
WOMBLE BOND DICKINSON (US) LLP
1313 North Market Street, Suite 1200
Wilmington, Delaware 19801
4. Short statement and nature of claim asserted: **Verified Petition for Assignment for the Benefit of Creditors Under 10 Del. C. § 7381**
5. Substantive field of law involved (check one):

<input type="checkbox"/> Administrative law	<input type="checkbox"/> Labor law	<input type="checkbox"/> Trusts, Wills and Estates
<input checked="" type="checkbox"/> Commercial law	<input type="checkbox"/> Real Property	<input type="checkbox"/> Consent trust petitions
<input type="checkbox"/> Constitutional law	<input type="checkbox"/> 348 Deed Restriction	<input type="checkbox"/> Partition
<input type="checkbox"/> Corporation law	<input type="checkbox"/> Zoning	<input type="checkbox"/> Rapid Arbitration (Rules 96,97)
<input type="checkbox"/> Trade secrets/trade mark/or other intellectual property	<input type="checkbox"/> Other	
6. Related case(s), including any Register of Wills matters (which requires copies of all documents in this matter to be filed with the Register of Wills): **N/A**
7. Basis of court's jurisdiction (including the citation of any statute(s) conferring jurisdiction): **10 Del. C. § 7381**
8. If the complaint seeks preliminary equitable relief, state the specific preliminary relief sought: **N/A**
9. If the complaint seeks a TRO, summary proceedings, a Preliminary Injunction, or Expedited Proceedings, check here . (If #9 is checked, a Motion to Expedite must accompany the transaction.)
- *10. If the complaint is one that in the opinion of counsel should not be assigned to a Master in the first instance, check here and attach a statement of good cause.

/s/ Matthew P. Ward (No. 4471)

Signature of Attorney of Record & Bar ID

EFiled: May 20 2022 06:26PM EST
Transaction ID 67645366
Case No. 2022-0442-

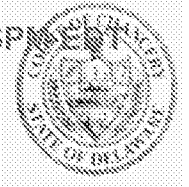


EXHIBIT A

GENERAL ASSIGNMENT

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS (this “**General Assignment**”) is made this 20th day of May, 2022 (the “**Effective Date**”), by and between MacuLogix, Inc., a Delaware corporation located at 1000, Kreider Drive, Ste 701, Middletown, PA 17057, Federal Tax Identification Number 26-3591556, hereinafter referred to as “**Assignor**” or “**MacuLogix,**” and **MLogix (ABC), LLC**, a Delaware limited liability company, located at 1738 Belmar Blvd., Belmar, New Jersey 07719, Federal Tax Identification Number 88-1684215, solely in its capacity hereinafter referred to as “**Assignee.**”

RECITALS

A. Assignor is indebted to various persons, corporations, and other entities and is unable to pay its debts in full. As a result, Assignor has decided to discontinue its business and transfer all of its property to an assignee for the benefit of creditors under applicable Delaware law so that the property transferred may be expeditiously liquidated and the proceeds thereof fairly distributed to its creditors without any preference or priority, except such priority as established and permitted by law (including, without limitation, the law of contracts).

B. Assignor has determined that Assignee is an entity possessing the capabilities to administer the MacuLogix Assignment Estate (defined below), including, without limitation, the liquidation of the estate’s assets.

C. In connection with the administration of the MacuLogix Assignment Estate (i) Silicon Valley Bank, a California corporation; (ii) Horizon Technology Finance Corporation, a Delaware corporation, and its affiliates, Horizon Credit II LLC, a Delaware limited liability company, and Horizon Funding Trust 2019-1, a Delaware statutory trust; and (iii) Fisk Ventures II, LP, Roche Finance Ltd., Vivo Capital IX, L.P., and LSGH, LLC, each of which are the properly perfected secured creditors to the MacuLogix Assignment Estate (collectively, the “**Secured Lenders**”) have consented to the Assignee’s use of the MacuLogix Assignment Estate’s cash collateral pursuant to a certain Eleventh Amendment to Loan and Security Agreement dated March 3, 2022 (as amended, restated or otherwise modified).

NOW, THEREFORE, in consideration of Assignor’s existing indebtedness to its creditors, the covenants and agreements to be performed by Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby **AGREED**:

1. **Creation of Assignment Estate.** Upon the execution of this General Assignment, a certain assignment estate shall be created, the name of which is the “**MacuLogix Assignment Estate,**” to enable Assignee to administer such assignment estate to be comprised of the Assigned Assets (defined in paragraph 2 below). Assignee’s administration of the MacuLogix Assignment Estate shall include the orderly liquidation of the property and assets of Assignor and the distribution of the proceeds therefrom to creditors of Assignor in accordance with applicable law. Assignor hereby nominates and appoints Assignee to administer the MacuLogix Assignment Estate. Assignee and its agents shall have the powers and duties hereinafter set forth and shall receive reasonable compensation for their services and reimbursement of their expenses, including,

without limitation, reimbursement of attorneys' fees and costs. Assignee may serve without bond, except to the extent a bond is required by law or court order.

2. **Transfer of Assets.**

a. Assignor hereby assigns, grants, conveys, transfers, and sets over to Assignee all of Assignor's currently existing right, title, and interest in all real or personal property and all other assets, whatsoever and where so ever situated, which assets include, without limitation, all personal property and any interest therein, including all that certain stock of merchandise, office furniture and fixtures, machinery, equipment, leasehold interests and improvements, inventory (raw goods, work in process and finished goods), book accounts, books and records, bills, accounts receivable, cash on hand, cash in bank, intellectual property including, without limitation, all patents, patent applications, copyrights, trademarks and trade names, licenses related thereto, and all goodwill associated therewith, proceeds of or payments on claims under insurance policies (including, subject to the limitation in section 2(b)(iii) below, from or under any and all policies for Directors and Officers Liability Insurance), tax refunds, rebates, general intangibles (including any and all causes of action), insurance refunds and claims (including any payments arising out of Directors and Officers Liability Insurance), and choses in action that are legally assignable, together with the proceeds of any non-assignable choses in action that may hereafter be recovered or received by the Assignor, and all real property interests. Further, this General Assignment specifically includes all claims for refunds or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the United States or any of its departments or agencies, any state or local taxing authority, and the Assignor agrees to sign and execute a power of attorney or such other document(s), as required, to enable Assignee to file and prosecute, compromise, and/or settle all such claims before the respective taxing authority. Assignor agrees to endorse any refund checks relating to the prior operations of said Assignor's business and to deliver such checks immediately to Assignee, except in the case of any of the foregoing, solely to the extent the same is prohibited from transfer or assignment by the terms of any applicable contract or by operation of law. All of the assets assigned by this General Assignment shall be referred to herein as the "**Assigned Assets.**"

b. Notwithstanding subsection a. above or any other provision of this General Assignment, (i) Assignee shall provide Assignor and its attorneys and other representatives with reasonable access to the books and records and other financial information of Assignor as reasonably requested from time to time, (ii) Assignee shall ensure that any agreement to sell Assignor's assets contains a provision requiring any purchaser to provide Assignor and its attorneys and other representatives with such reasonable access to the books and records and other financial information of the Assignor as reasonably requested from time to time, and (iii) the definition of Assigned Assets shall not include any policy proceeds that would be directly payable to or payable on behalf of any insured individual under Assignor's insurance policies, including, without limitation, so-called "Side A" Coverage under Assignor's Directors and Officers Liability Insurance, and nothing in this General Assignment shall be construed to prevent or hinder any such individual from seeking access to any such policy proceeds. Further, the assignment of the Assigned Assets by Assignor to Assignee hereunder is and shall be subject to all properly perfected liens encumbering any of the Assigned Assets existing as of the Effective Date.

3. **Leases and Leasehold Interests.** The Assigned Assets further include all leases and leasehold interests of Assignor, to the extent assignable, including leases in any asset of Assignor and real property leases; provided that, should Assignee determine that any said lease or leasehold interest is of no value to the MacuLogix Assignment Estate, then said lease or leasehold interest may be thereby relinquished by Assignee without further liability or obligation to Assignee. This Section 3 is not intended to abrogate any assignment provision of Assignor's existing lease agreements.

4. **Delivery of Documents; Endorsements; Forwarding of Mail.** Assignor authorizes the forwarding of its mail by the U.S. Postal Service, as directed by Assignee. Assignor agrees to (i) deliver to Assignee all existing books and records, (ii) execute and deliver all additional and reasonably necessary documents upon Assignor's reasonable discretion, promptly upon request by Assignee, and (iii) endorse all indicia of ownership, where required by Assignee in order to complete the transfer of all Assigned Assets to Assignee as intended by this General Assignment.

5. **Powers and Duties of Assignee**. Assignor and Assignee agree that all powers and duties regarding administering the MacuLogix Assignment Estate shall be the sole responsibility of Assignee, in the exercise of its fiduciary duties, and Assignor shall have no powers or duties in connection with administering the MacuLogix Assignment Estate. Assignee shall have all powers under law necessary to marshal and liquidate the MacuLogix Assignment Estate, including, without limitation:

a. To collect any and all accounts receivable and obligations owing to Assignor and not otherwise sold by Assignee;

b. To sell or otherwise dispose of all of the Assigned Assets, including, without limitation, all of Assignor's equipment and causes of action in such manner as Assignee, in the exercise of its fiduciary duties, deems best. Assignee shall have the power to execute asset purchase agreements, bills of sale and any other such documents necessary or reasonably requested to convey right, title, and interest in Assignor's property to any bona fide buyer;

c. To sell or otherwise dispose of all Assigned Assets, Assignee shall have the power to employ (i) an auctioneer and/or liquidator to conduct any public or private sale of the assets and to advertise said sale(s) in such manner as Assignee deems best, and (ii) disinterested appraisers pursuant to 10 Del. C. § 7382 to appraise the value of the Assigned Assets;

d. To employ attorneys (including Thompson Hine LLP), accountants, and any other additional personnel to whatever extent may be necessary to administer the Assigned Assets and claims of the MacuLogix Assignment Estate and to assist in the preparation and filing of any and all State, County, or Federal Tax Returns, as required, including, without limitation, filing final state and federal tax returns for the Assignor. Assignor shall have the right to review, amend, revise, approve, and sign all state and federal tax returns;

e. To request and require all of Assignor's creditors to whom any balance is owing to submit verified statements to Assignee of said claim(s);

f. To settle any and all claims against or in favor of Assignor, with the full power to compromise or, in Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing with regard to Assignor;

g. To open bank accounts in the name of Assignee or its nominees or agents and to deposit the Assigned Assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such acts and execute such papers and documents in connection with this General Assignment, as Assignee may deem necessary or advisable;

h. To conduct the business of Assignor should Assignee deem such operation proper;

i. To file final tax returns for the Assignor and dissolve the Assignor according to applicable law governing corporate dissolutions;

j. To utilize the Secured Lenders' cash collateral in the MacuLogix Assignment Estate, which constitutes a portion of the Secured Lenders' security interests in the Assigned Assets, in accordance with the approved ABC Budget (defined in subparagraph k.(2) below) ;

k. To apply the net proceeds arising from the operation of and liquidation of Assignor's business and the Assigned Assets and as allowed by law, in the following manner as to amounts only and not time of distribution:

(1) FIRST, payment of reasonable fees to Assignee (such fees of Assignee to be in accordance with the Compensation and Expense Reimbursement Agreement of even date herewith between Assignor and Assignee) and payment of reasonable compensation and reimbursement of expenses for the services of attorneys for the Assignee (including, without limitation, Thompson Hine LLP), accountants of Assignee, accountants involved in preparation of tax returns for Assignor, certain professionals retained by the Assignor in connection with the transactions contemplated by this General Assignment, certain professionals retained by the Secured Lenders in connection with documenting the Secured Lenders' consent to permit Assignee to utilize the Secured Lender's cash collateral as part of the approved ABC Budget in administering MacuLogix Assignment Estate, and any other professionals and/or employees retained by Assignee for assistance in the administration of the MacuLogix Assignment Estate (all such fees and expenses to be within the limits set forth in the ABC Budget attached to such agreement (the "**ABC Budget**"));

(2) SECOND, to reimburse Assignee as to all costs advanced by Assignee for the preservation of the Assigned Assets, including the maintenance and insurance of said assets, to the extent set forth in the ABC Budget;

(3) THIRD, payment of all sums required to be paid in order to discharge any lien or encumbrance on, or any security interest in, any of said property and any secured indebtedness which under applicable law is entitled to priority of payment (including, without limitation, any indebtedness secured by liens on the Assigned Assets sold by Assignee), in the order required under applicable law;

(4) FOURTH, payment of all other costs and expenses incidental to the administration of the MacuLogix Assignment Estate, including, without limitation, all sales or similar tax resulting from disposition or sale of the Assigned Assets that is not paid by purchaser of such assets, legal fees of Assignor for legal services rendered, including services related to the making of and administration of the General Assignment, and fees or expenses of any other professionals Assignee deems necessary to properly administer the MacuLogix Assignment Estate, to the extent not paid pursuant to section 5.k(1) hereof (all within the limits of the ABC Budget), as well as the cost of defense and satisfaction of indemnification claims pursuant to the terms hereof and the cost of any required appraisal or bond;

(5) FIFTH, all federal taxes of any nature whatsoever owing as of the date of this General Assignment or such other claim of any federal governmental agency, as defined under 31 U.S.C. § 3713, including, without limitation, federal withholding taxes, federal unemployment taxes, and any other federal income, excise, property, and employment taxes;

(6) SIXTH, all state, county, and municipality taxes of any nature whatsoever owing as of the date of this General Assignment, including, without limitation, employment, property, and income taxes;

(7) SEVENTH, all other debts owing as of the date of this General Assignment that are entitled to priority treatment and payment under applicable law;

(8) EIGHTH, with the exception of those classes set forth above, to other unsecured creditors of Assignor, within each class of such creditors established by Assignee, pro-rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. No payment shall be made to any creditor whose claim is disputed until such time as such dispute is resolved. Each creditor's otherwise pro-rata share of such distribution shall be fully reserved for by Assignee until such time as the dispute is resolved. Assignee may make interim distributions whenever Assignee has accumulated sufficient funds to enable it to make a reasonable distribution;

(9) NINTH, any monies (distributions) unclaimed by creditors ninety (90) days after the final distribution to unsecured creditors, if any, or the termination of the administration of the Assignment Estate created by this General Assignment shall be re-distributed to all known unsecured creditors who cashed their respective distribution checks from the Assignment Estate, so long as any such distribution exceeds one percent of each such creditor's allowed claim; and

(10) TENTH, the surplus, if any, of the MacuLogix Assignment Estate or proceeds thereof, when all debts of Assignor shall have been paid in full, shall be paid and transferred to Assignor for the benefit of Assignor's members.

1. To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including, without limitation, abandonment and the distribution of the proceeds derived therefrom to Assignor's creditors; provided, however, that Assignee shall not abandon any of such assets to Assignor.

6. **Rights of Creditors.** Nothing herein modifies any rights and remedies of the creditors of Assignor against any surety or sureties for Assignor, and nothing herein shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claims against Assignor, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien, or other security which they now hold on any property of Assignor.

7. **Administration of MacuLogix Assignment Estate.** Assignee shall administer the MacuLogix Assignment Estate in a manner consistent with Delaware law and other applicable state law. Additionally, Assignee will file all necessary pleadings required in an assignment for the benefit of creditors proceeding under 10 Del. C. §§ 7381-7387. Assignee also shall have the right to ask any court of competent jurisdiction for a declaratory judgment or such other relief as Assignee may deem necessary, if, in its opinion, said action is desirable in connection with any dispute or claim arising hereunder.

8. **Limitation of Liability of Assignee; Indemnification.**

a. Assignor acknowledges that Assignee is acting solely in its limited capacity as Assignee of the MacuLogix Assignment Estate, and not in Assignee's personal capacity. Except as provided in section 8.b, the parties hereto acknowledge and agree that neither Assignee nor any of its members, managers, employees, officers, agents, attorneys or representatives will assume any personal liability or responsibility for any of Assignee's acts described herein. Assignee's obligations shall be limited to the performance of the terms and conditions of this General Assignment in good faith and in the exercise of its best business judgment. No implied covenants or obligations shall be read into this General Assignment against Assignee.

b. Assignee shall be indemnified by the MacuLogix Assignment Estate for any claims brought against Assignee for any of its acts or omissions as Assignee, except where it is determined in a final judgment by a court of competent jurisdiction that Assignee's conduct was willful or grossly negligent.

9. **Reliance.** Assignee may conclusively rely and shall be protected in acting upon the truth, accuracy, and completeness of any statement, certificate, opinion, resolution, instrument, report, notice, request, consent, order, or other paper or document furnished to Assignee by Assignor or its directors, managers, employees, officers, agents, or representatives. Assignee may conclusively rely and shall be protected in acting upon the truth, accuracy, and completeness of any statement, certificate, opinion, resolution, instrument, report, notice, request, consent, order,

or other paper or document believed by it to be genuine and to have been properly signed or presented.

10. **Representations and Warranties of Assignor.**

a. As of the Effective Date, Assignor has all requisite power and authority to execute, deliver, and perform its obligations under this General Assignment, including, without limitation, to transfer the property transferred to Assignee hereby;

b. The execution, delivery, and performance of this General Assignment by Assignor has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable; and

c. This General Assignment constitutes the legal, valid, and binding obligation of Assignor, enforceable against it in accordance with the General Assignment's respective terms.

11. **Power of Attorney.** Assignor, by this General Assignment, hereby grants Assignee a general power of attorney, which power of attorney specifically includes the right of Assignee to prosecute any action in the name of Assignor as Attorney-in-Fact. Further, on the date the General Assignment is accepted by Assignee, the Assignee shall succeed to all of the rights and privileges of Assignor, including, without limitation, any attorney-client privilege, in respect to any potential or actual claims, cases, controversies, or causes of action, and shall be deemed, subject to court approval, if necessary, to be a representative of Assignor with respect to all such potential or actual claims, cases, controversies, or causes of action. For the avoidance of doubt, this power of attorney does not constitute the Assignee's assumption of the defense to any pending litigation initiated against the Assignor in a court of law, unless the Assignee expressly assumes the defense of such litigation with the entry of a notice of appearance in such litigation.

12. **Acceptance by Assignee.** By execution of this General Assignment, Assignee does hereby accept the estate herein created and agrees to faithfully perform its duties according to the best of Assignee's skill, knowledge, and ability in accordance with applicable law. It is understood that Assignee shall receive reasonable compensation for its services in connection with the administration of the MacuLogix Assignment Estate. Reasonable compensation does not replace or subsume the reimbursement of all of Assignee's expenses incurred as a result of the administration of the MacuLogix Assignment Estate from the proceeds generated therefrom.

13. **Resignation by Assignee.** Assignee may resign and be discharged from its duties hereunder at any time; provided that, such resignation shall not become effective until (i) a successor assignee has been appointed by Assignee and such successor has accepted its appointment in writing delivered to Assignee, or (ii) Assignee petitions the Court of Chancery of the State of Delaware (the "**Court**") to appoint a successor assignee, and the Court so appoints such a successor. Thereupon, such successor assignee shall, without any further act, become vested with all of the estates, properties, rights, powers, trusts, and duties of its predecessor in connection with this General Assignment with like effect as if originally named therein, but Assignee shall nevertheless, when requested in writing by the successor assignee, execute and

deliver an instrument or instruments conveying and transferring to such successor assignee all of the estate's properties, rights, powers, and trusts in connection with this General Assignment and shall duly assign, transfer, and deliver to such successor assignee all property and money held by Assignee hereunder.

14. **Governing Law**. This General Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to a contract executed and performed in such State, without giving effect to the conflicts of law principles thereof.

15. **Counterparts**. This General Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

ASSIGNOR

MACULOGIX, INC.

By: *Dan Dorsey*

Name: Dan Dorsey

Title: Chief Financial Officer

ASSIGNEE

M LOGIX (ABC), LLC

By: _____

Name: James E. Gansman

Title: President

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

ASSIGNOR

MACULOGIX, INC.

By: _____
Name:
Title:

ASSIGNEE

M LOGIX (ABC), LLC

By: James Gansman
Name: James E. Gansman
Title: President

EXHIBIT B

**PATENT ASSIGNMENT AGREEMENT AND TRADEMARK
ASSIGNMENT AGREEMENT**

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Patent Assignment") is hereby entered into on May 20, 2022 (the "Effective Date"), by and between **MacuLogix, Inc.**, a Delaware corporation ("Assignor"), and **MLogix (ABC), LLC**, a Delaware limited liability company, in its sole and limited capacity as assignee for the assignment estate ("Assignee").

RECITALS

A. On even date hereof, the Company and Assignee entered into a certain General Assignment (the "General Assignment") in which Company assigned, granted, conveyed, transferred, and set over to Assignee all of Company's right, title and interest in all real or personal property and all other assets, whatsoever and where so ever situated, including all intellectual property.

B. Pursuant to this Patent Assignment, the Company desires to transfer to the Assignee all of the Company's right, title and interest in and to the patents, all domain names and any other related intellectual property listed on Exhibit A attached hereto ("Assigned Patents").

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth in the General Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Assignor sells, assigns and transfers unto the Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to the Assigned Patents; together with the right to file all divisionals, continuations, continuations-in-part, reissue, reexaminations and extensions thereof, together with the right to sue for and recover all claims for damages for all infringements, including the right of recovery for past infringements thereof; the same to be held and enjoyed by Assignee for its own use and benefit and the use and benefit of its successors and assigns, fully and entirely for the full term or terms of all such rights.

2. Assignor and Assignee agree that any filing fees associated with recording this Patent Assignment with the United States Patent and Trademark Office shall be borne solely by Assignee.

3. This Patent Assignment has been executed and delivered by Assignor to be used for recording the Patent Assignment herein with the appropriate government entity. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Patent Assignment and to perfect Assignee's right, title and interest in and to the Assigned Patents, including, without limitation, its recordation in relevant state and national patent offices.

4. Assignor hereby authorizes and requests that the United States Patent and Trademark Office record this Patent Assignment.

5. Assignor represents and warrants that it has full and complete authority to make this Patent Assignment.

6. This Patent Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Patent Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Patent Assignment.

7. This Patent Assignment may not be supplemented, altered, or modified in any manner, except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Patent Assignment shall not waive any of its rights under such terms or provisions. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

8. This Patent Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of Delaware, without giving effect to any principles of conflicts of law.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee executed and delivered this Patent Assignment Agreement by their duly authorized representatives as of the Effective Date.

ASSIGNOR

MacuLogix, Inc.

By: _____

Name:

Title:

ASSIGNEE

MLogix (ABC), LLC in its sole and limited capacity as assignee for the benefit of the creditors of MacuLogix, Inc.

By: James Gansman _____

Name: James E. Gansman

Title: President

EXHIBIT A

1. See attached.

Schedule 3.8
Intellectual Property

Patents

Family #1

PCT./US2004/29003 – “Method and Apparatus for the Detection of Impaired Dark Adaptation” (Jackson & Owsley; filed Sep. 3, 2004), which is based on US provisional application 60/500,163. The status of this family is as follows:

- CA patent 2,536,825 (issued Apr. 13, 2010; method & apparatus for psychophysical noise reduction)
- CA patent 2,689,971 (issued Mar. 17, 2015; method & apparatus for rod intercept)
- CA patent 2,863,230 (issued Jul. 19, 2016; method & apparatus for restriction to 2nd component)
- EP patent 1662979 (issued Mar. 2, 2016; method & apparatus for psychophysical noise reduction) with national validation in CH, DE, ES, IT, IE, FR, GB, NL
- EP patent 2412303 (issued Nov. 25, 2015; method & apparatus for rod intercept) with national validation in CH, DE, ES, IT, IE, FR, GB, NL
- EP patent 2412304 (issued Aug. 3, 2016; method & apparatus for restriction to 2nd component) with national validation in CH, DE, ES, IT, IE, FR, GB, NL
 - JP patent 4979381 (issued Apr. 27, 2012; apparatus for psychophysical noise reduction)
 - US patent 7,494,222 (issued Feb. 24, 2009; method for psychophysical noise reduction)
 - US patent 7,798,646 (issued Sep. 21, 2010; apparatus for psychophysical noise reduction)
 - US patent 9,050,021 (issued Jun. 9, 2015; method for restriction to 2nd component)
 - US patent 9,572,485 (issued Feb. 21, 2017; apparatus for restriction to 2nd component)
 - US patent 9,504,379 (issued Nov. 29, 2016; apparatus for rod intercept)
 - US patent 9,730,579 (issued Aug. 15, 2017; method for rod intercept)

Family #2

PCT./WO2008/02095– “Improved Photobleaching Method” (Edwards & Jackson; filed Feb. 15, 2008), which is based on US provisional application 60/890,131. The status of this family is as follows:

- AU patent 2008216683 (issued Aug. 14, 2014; method & apparatus for chromatic bleach)
- AU patent 2014208236 (issued Jul. 28, 2017; method & apparatus for focal bleach)
- CA patent 2,677,521 (issued Oct. 11, 2016; method & apparatus for chromatic bleach & focal bleach)
- EP patent 2,120,677 (issued Mar. 21, 2018; method & apparatus for chromatic bleach) with national validation in AT, BE, BG, HR, CY, CZ, DK, EE, FI, GR, HU, IS, LV, LT, LU, MT, MC, NO, PL, PT, RO, SK, SI, SE, TR, CH, LI, DE, ES, FR, GB, IE, IT, NL
- EP application 17182216.6 (pending; method & apparatus for focal bleach)
- JP patent 5560044 (issued Jun. 13, 2014; apparatus for chromatic bleach)

- JP patent 5777753 (issued Jul. 17, 2015; apparatus for focal bleach)
- US patent 8,795,191 (issued Aug. 5, 2014; method & apparatus for chromatic bleach)
- US patent 10,779,722 (issued September 22, 2020, Photobleaching method)
- US application 16/940,942 (pending; filed on July 28, 2020)

The above referenced patent families received government funding through the National Institute on Aging, the University of Alabama, and through three separate federal grants from the Small Business Innovation Research program. The Commonwealth of Pennsylvania Department of Health also provided funding for the development of those patent families from FY 2012/13 through FY 2016/17.

European Patent No. 2,120,677, Australian Patent No. 2008216683, and Australian Patent No. 2014208236, from the second family of patents, inadvertently lapsed due to an error in the docketing system of the law firm of Nelson Mullins. Nelson Mullins has assumed responsibility for this error and is working with MacuLogix IP attorneys at the law firm of White & Case to reinstate these patents. Presently, the renewal fees have been paid for Australian Patent No. 2008216683 and Australian Patent No. 2014208236, and White & Case is working with Australian counsel to reinstate the Australian patents. The European patent counterparts in Spain, Switzerland, Lithuania and Italy have been reinstated, and White & Case is working with European Counsel to reinstate this patent in the remaining jurisdictions. The patent family also has a pending EP divisional application, European Application No. 3,305,174, which can form the basis of further claims if necessary to recapture lapsed protection.

Family #3

PCT./US2019/052303–“Methods, Apparatus, and Systems for Ophthalmic Testing and Measurement” (Jackson, Beecher, Orr, Jones, & Smith; filed Sep. 21, 2019), which is based on US provisional applications 62/734,274, 62/734,280, and 62/853,713. The status of this family is as follows:

U.S. 62/734,274 and U.S. 62/734,280 were both filed on Sept. 21, 2018 and U.S. 62/853,713, which was filed May 28, 2019. The first two provisional applications expired on Sept. 21, 2019. The third provisional application expired on May 28, 2020. The status of this family is as follows:

- AU application 20119344059 (pending; filed Apr. 6, 2021; methods, apparatus, and systems for ophthalmic testing and measurement)
- BR application 1120210053948 (pending; filed Mar. 22, 2021; methods, apparatus, and systems for ophthalmic testing and measurement)
- CA application (number not yet assigned; pending; filed Mar. 19, 2021; methods, apparatus, and systems for ophthalmic testing and measurement)
- EP application 19782863.5 (pending; filed Apr. 21, 2021; methods, apparatus, and systems for ophthalmic testing and measurement)
- IL application 281673 (pending; filed Mar. 21, 2021; methods, apparatus, and systems for ophthalmic testing and measurement)

- IN application 202117017702 (pending; filed Apr. 16, 2021; methods, apparatus, and systems for ophthalmic testing and measurement)
- JP application (number not yet assigned; pending; filed Mar. 22, 2021; methods, apparatus, and systems for ophthalmic testing and measurement)
- KR application 10-2021-7011713 (pending; filed Apr. 20, 2021; methods, apparatus, and systems for ophthalmic testing and measurement)
- RU application 2021110071 (pending; filed Apr. 12, 2021; methods, apparatus, and systems for ophthalmic testing and measurement)
- US patent 10,667,683 (issued Jun. 2, 2020; methods, apparatus, and systems for ophthalmic testing and measurement; covers the commercial embodiment of the AdaptDx Pro™)
- US application 16/578,311 (pending; filed Sep. 21, 2019; methods, apparatus, and systems for guiding a test subject through an ophthalmic test; covers the commercial embodiment of Theia™)
- US application 16/890,811 (pending; filed Jun. 2, 2020; methods, apparatus, and systems for ophthalmic testing and measurement; covers a general headset for ophthalmic measurement)
- US application 16/890,945 (pending; filed Jun. 2, 2020; light seal cover for use with a head-wearable testing and measurement device and related methods; covers commercial embodiment of Comfort Guard, sold as a consumable of AdaptDx Pro)
- US application 16/890,949 (pending; filed Jun. 2, 2020; light seal for a head-wearable testing and measurement device and related methods; covers commercial embodiment of the light seal sold with the AdaptDx Pro)

The patents and applications listed under Family #1, Family #2 and Family #3 above are licensed under the Amended and Restated UABRF License Agreement referred to under Section 3.10(a) (ii). See Schedule 3.7, above.

Family #4

PCT./US2021/013291 – “Methods, Apparatus, and Systems for Improving the Quality of Patent Care” (Jackson; filed Jan. 13, 2021), which is based on US provisional application 62/960,643. This application will be nationalized in most regions by July 13, 2022. Please see the attached IP Portfolio.

Design Patents

US Design Patent D918903 (will grant May 11, 2021; covers the headset main chassis form)
 US Design Application 29/706,612 (filed on 9/21/2019 & pending; covers the eye cup form)
 US Design Application 29/706,613 (filed on 9/21/2019 & allowed; covers the disposable form)
 US Design Patent D918904 (will grant May 11, 2021; covers the headset + head strap form)
 US Design Application 29/706,615 (filed on 9/21/2019 & pending; covers the handheld controller form)
 US Design Application 29/728,992 (filed on 3/23/2020 & pending, covers the graphical user interface of the headset)

Corresponding Design Applications have also been filed in the following International jurisdictions:

Hague Application No. 35/001,819 designating Canada, European Union, Great Britain, Israel, Japan, South Korea, and the Russian Federation (includes two designs and covers the headset alone and also the headset and strap together), registered as International Registration No. DM/212572

Hague Application No. 35/001,820 designating Canada, European Union, Great Britain, Israel, Japan, South Korea, and the Russian Federation (directed to a light seal), registered as International Registration No. DM/210708

Hague Application No. 35/001,821 designating Canada, European Union, Great Britain, Israel, Japan, South Korea, and the Russian Federation (directed to a light seal cover), registered as International Registration No. DM/210472

Hague Application No. 35/001,822 designating Canada, European Union, Great Britain, Israel, Japan, South Korea, and the Russian Federation (directed to a handheld controller), registered as International Registration No. DM/209299

Hague Application No. 35/001,932 designating Canada, European Union, Great Britain, Israel, Japan, South Korea, and the Russian Federation (directed to the graphical user interface of the headset)

Australian Design Application No. 202011756 (directed to the headset, registered)

Australian Design Application No. 202011757 (directed to a light seal, registered)

Australian Design Application No. 202013813 (directed to a light seal, registered)

Australian Design Application No. 202011761 (directed to a light seal cover, registered)

Australian Design Application No. 202011764 (directed to the headset and strap, registered)

Australian Design Application No. 202011770 (directed to the hand-held controller, registered)

Australian Design Application No. 202015154 (directed to the graphical user interface of the headset, registered)

Australian Design Application No. 202110167 (directed to the graphical user interface of the headset, registered)

Australian Design Application No. 202110168 (directed to the graphical user interface of the headset, registered)

Chinese Design Application No. 2020301009315 (directed to the headset, registered)

Chinese Design Application No. 2020301012002 (directed to a light seal, registered)

Chinese Design Application No. 2020301012905 (directed to a light seal cover, registered)

Chinese Design Application No. 2020301014116 (directed to the headset and strap, registered)

Chinese Design Application No. 2020301014309 (directed to the handheld controller, registered)

Chinese Design Application No. 2020305683006 (directed to the graphical user interface of the headset, allowed)

Taiwanese Design Application No. 109301532 (directed to the headset, allowed)

Taiwanese Design Application No. 109301531 (directed to a light seal, allowed)

Taiwanese Design Application No. 109301530 (directed to a light seal cover, allowed)
Taiwanese Design Application No. 109301534 (directed to the headset and strap, allowed)
Taiwanese Design Application No. 109301533 (directed to the handheld controller, allowed)
Taiwanese Design Application No. 109305339 (directed to the graphical user interface of the headset, pending)

Brazilian Design Application No. 302020001393-0 (directed to the headset, registered)
Brazilian Design Application No. 302020001396-4 (directed to a light seal, pending)
Brazilian Design Application No. 302020001397-2 (directed to a light seal cover, registered)
Brazilian Design Application No. 302020001395-6 (directed to the headset and strap, registered)
Brazilian Design Application No. 302020001398-0 (directed to the handheld controller, pending)
Brazilian Design Application No. 302020004407-0 (directed to the graphical user interface of the headset, pending)

Brazilian Design Application No. 322021001528-8 (directed to the graphical user interface of the headset, pending)
Brazilian Design Application No. 322021001529-6 (directed to the graphical user interface of the headset, pending)
Brazilian Design Application No. 322021001530-0 (directed to the graphical user interface of the headset, pending)

Indian Design Application No. 328504-001 (directed to the headset, pending)
Indian Design Application No. 328503-001 (directed to a light seal, registered)
Indian Design Application No. 328506-001 (directed to a light seal cover, pending)
Indian Design Application No. 328507-001 (directed to the headset and strap, registered)
Indian Design Application No. 328508-001 (directed to a handheld controller, registered)
Indian Design Application No. 333474-001 (directed to the graphical user interface of the headset, pending)

Please see the attached IP Portfolio.

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Trademark Assignment") is hereby entered into on May 20, 2022 (the "Effective Date"), by and between **MacuLogix, Inc.**, a Delaware corporation ("Assignor" or "Company"), and **MLogix (ABC), LLC**, a Delaware limited liability company, in its sole and limited capacity as assignee for the assignment estate ("Assignee").

A. On even date hereof, Company and Assignee entered into a certain General Assignment (the "Assignment") in which Company assigned, granted, conveyed, transferred, and set over to Assignee all of Company's right, title, and interest in all real or personal property and all other assets, whatsoever and where so ever situated, including all intellectual property.

B. Pursuant to the Assignment, Company desires to transfer to Assignee all of Company's right, title and interest in and to the trademarks and related intellectual property listed on Exhibit A attached hereto ("Assigned Marks").

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth in the Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby convey, assign, transfer and deliver to Assignee, its successors and assigns, (i) all of Assignor's entire right, title and interest in and to the Assigned Marks, as set forth in Exhibit A to this Assignment, including the registrations and any applications for registration thereof throughout the world, together with all common law rights related thereto, and with the goodwill of the business symbolized by the Assigned Marks, (ii) the right to sue or otherwise recover for, and the right to profits, penalties or damages due or accrued arising out of or in connection with past, present and future infringement or other violation thereof or dilution of or damage or injury to the Assigned Marks or such represented goodwill, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made.

2. Assignor and Assignee agree that any filing fees associated with recording this Assignment with the United States Patent and Trademark Office shall be borne solely by Assignee.

3. This Trademark Assignment has been executed and delivered by Assignor to be used for recording the Trademark Assignment herein with the appropriate government entity. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Trademark Assignment and to perfect Assignee's right, title and interest in and to the Assigned Marks, including, without limitation, its recordation in relevant state and national trademark offices.

4. Assignor hereby authorizes and requests that the United States Patent and Trademark Office record this Trademark Assignment.

5. Assignor represents and warrants that it has full and complete authority to make this Trademark Assignment.

6. This Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Trademark Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

7. This Trademark Assignment may not be supplemented, altered, or modified in any manner, except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Trademark Assignment shall not waive any of its rights under such terms or provisions. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

8. This Trademark Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of Delaware, without giving effect to any principles of conflicts of law.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademarks to be duly executed as of the date first written above.

ASSIGNOR

MacuLogix, Inc.

By: _____

Name:

Title:

ASSIGNEE

MLogix (ABC), LLC in its sole and limited capacity as assignee for the benefit of the creditors of SolarWorld Americas Inc.

By: *James Gansman* _____

Name: James E. Gansman

Title: President

EXHIBIT A

1. See attached.
2. All Company urls, websites, domain names and related materials, including, without limitation, source code, data, records, files, trade secrets, and know how.

Trademarks

The following is a registered trademark of the Company: AdaptDx® (Reg. No. 4,451,865)

The following is a registered trademark of the Company: AdaptDx PRO® (Reg. No. 6,175,889)

The following is a registered trademark of the Company: MacuLogix® (Reg. No. 6,003,436 and Reg. No. 4451864)

The following is a registered trademark of the Company: The AMD Experts® (Reg. No. 5,420,249)

The following is a registered trademark of the Company: AMD Center of Excellence® (Reg. No. 6,004,335, Reg. No. 4,359,396)

The following is a registered trademark of the Company: AMD Excellence Program® (Reg. No. 5,998,702).

The following is a registered trademark of the Company: AMD Academy® (Reg. No. 5,998,701 and 6,143,827).



The following is a registered trademark of the Company: (Reg. No. 5,966,850)




The following is a registered trademark of the Company: (Reg. No. 5,967,010)

The following is a registered trademark of the Company: RI (Reg. No. 6,311,035)

The following is a registered trademark of the Company: ROD INTERCEPT (Reg. No. 6,311,036)

Application has been for registration of the following marks as a service mark or trademark of the Company:

- MacuLogix, Trademark Application Serial No. 88266138, Notice of Allowance 8/20/2019;

- THEIA, Trademark Application Serial No. 88190515, Notice of Allowance 5/28/2019;
- AdaptDx Pro Comfort Guard, Trademark Application Serial No. 88596269, Allowed;
- COMFORT GUARD, Trademark Application Serial No. 88596233, Allowed;
-  Stylized MacuLogix Icon Logo, Trademark Application Serial No. 88514508, Notice of Allowance 2/18/2020;

Application has been made for registration of the following marks as a service mark or trademark of the Company in various International jurisdictions:

- Maculogix, Canadian Trademark Application No. 2006334 (pending)
- Maculogix, Australian Trademark Application No. 2063064 (active)
- Maculogix, WIPO Trademark Serial No. 1509406, designating European Union and Great Britain (active)
- Maculogix, Canadian Trademark Application No. 1947240 (pending)
- Maculogix, Australian Trademark Application No. 1999754 (active)
- Maculogix, Indian Trademark Serial No. 4523222
- Maculogix, WIPO Trademark Serial No. 1458162, designating European Union and Great Britain (active)
- AdaptDx, Canadian Trademark Application No. 1991874 (active)
- AdaptDx, Australian Trademark Application No. 2045832 (active)
- AdaptDx, Indian Trademark Serial No. 4523039
- AdaptDx, WIPO Trademark Serial No. 1493516, designating European Union and Great Britain (active)
- AdaptDx Pro, Canadian Trademark Application No. 1986863 (active)
- AdaptDx Pro, Australian Trademark Application No. 2039961 (active)
- AdaptDx Pro WIPO Trademark Serial No. 1488869, designating European Union and Great Britain (active)
- Theia, Canadian Trademark Application No. 1962364 (pending)
- Theia, Australian Trademark Serial No. 2020933 (active)

- Theia, Indian Trademark Application No. 1474856
- Theia, WIPO Trademark Serial No. 1474856, designating European Union and Great Britain (active)
- Comfort Guard, Canadian Trademark Application No. 2015637 (pending)
- Comfort Guard, Australian Trademark Application No. 2073546 (active)
- Comfort Guard, European Union Trademark Application No. 1518152
- Comfort Guard, UK Trademark Application No. WE00001518152
- Comfort Guard, WIPO Trademark Serial No. 1518152, designating European Union and Great Britain (active)
-  , M (stylized), Canadian Trademark Application No. 2012977 (pending)
-  , M (stylized), Australian Trademark Application No. 2070473 (active)
-  , M (stylized), WIPO Trademark Serial No. 1515820, designating European Union and Great Britain (active)
-  , AdaptDx (stylized), Canadian Trademark Application No. 2012987 (active)
-  , AdaptDx (stylized), Australian Trademark Application No. 2070503 (active)
-  , AdaptDx (stylized), WIPO Trademark Serial 1516179, designating European Union and Great Britain (active)
-  , WIPO Trademark Serial 1561901, designating European Union, Australia (No. 2138688), Canada, and Great Britain

Domain Names

Company has registered the following domain names:

adapt dx.com; adapt dx.net, adapt dx.eu; adapt dx.jp
adapt rx.com; adapt rx.eu; adapt rx.jp
darkadaptation.com, darkadapation.net, darkadaptation.eu; darkadaptation.jp
maculogix.com; maculogix.net, maculogix.eu; maculogix.jp
maculogixs.com
maculogic.com
maculogics.com
detectamd.com
testamd.com
testamd.info
testamd.net
testamd.org
adapt dxpro.com
adapt dxpro.eu
adapt dxpro.jp
meyeppractice.biz
meyeppractice.info
meyeppractice.org
meyeppractice.net
meyeppractice.us

