

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM742851

<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>
Eye Love, LLC		06/01/2021	Limited Liability Company: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eye Love, LLC		
<b>Street Address:</b>	5 Sentry Parkway East, Suite 210		
<b>City:</b>	Blue Bell		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19422		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5383403	EYE LOVE	
<b>Registration Number:</b>	5021415	EYE LOVE	
<b>Registration Number:</b>	5677585	HEYEDRATE	
<b>Registration Number:</b>	5864508	THE DRY EYE SHOW	
<b>Registration Number:</b>	5912580	THE DRY EYE SHOW	
<b>Registration Number:</b>	5560753	MEDIVIZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026612299		
<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>	2026612247		
<b>Email:</b>	TMDocketing@BallardSpahr.com		
<b>Correspondent Name:</b>	Susan A. Smith - Ballard Spahr LLP		
<b>Address Line 1:</b>	1909 K Street, NW		
<b>Address Line 2:</b>	12th Floor		
<b>Address Line 4:</b>	Washington, D.C. 20006-1157		
<b>ATTORNEY DOCKET NUMBER:</b>	00373533		
<b>NAME OF SUBMITTER:</b>	Susan A. Smith		
<b>SIGNATURE:</b>	/sas/		

CH \$165.00 5383403

<b>DATE SIGNED:</b>	07/21/2022
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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (“*Trademark Assignment*”), dated as of June 1, 2021, is made by Eye Love, LLC, a South Carolina limited liability company (“*Parent*”), having a place of business located at 5629 Rio Chama Cove, Austin, TX 78738, in favor of Eye Love, LLC, a Delaware limited liability company (“*Subsidiary*”), having a place of business located at 5 Sentry Parkway, East Bldg. Suite 210, Blue Bell, PA 19422.

### BACKGROUND

WHEREAS, Parent and Subsidiary are parties to that certain Asset Contribution Agreement dated as of June 1, 2021 (the “*Contribution Agreement*”) pursuant to which Parent has conveyed, transferred, and assigned to Subsidiary, among other assets, certain intellectual property of Parent; and

WHEREAS, Parent has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

### AGREEMENT

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

1. Parent hereby irrevocably conveys, transfers, and assigns to Subsidiary all of Parent’s right, title, and interest in and to the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “*Assigned Trademarks*”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks and any and all claims and causes of action with respect to any of the foregoing, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for any infringements thereof.

2. Parent hereby consents to the recordation of this Trademark Assignment in any applicable jurisdiction and before appropriate trademark offices, including, but not limited to, recordation by the Commissioner for Trademarks in the United States Patent and Trademark Office. Following the date hereof, upon the request and at the expense of Subsidiary, Parent shall take such steps and actions, and provide such cooperation and assistance to Subsidiary, including the execution and delivery of any documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Subsidiary.

3. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement

[*Signature Page Follows*]

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

Parent:

Eye Love, LLC, a South Carolina limited liability company



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

Name: Dr. Travis Zigler

Title: Member

Subsidiary:

Eye Love, LLC, a Delaware limited liability company

By: Eye Love, LLC, a South Carolina limited liability company, its sole member



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

Name: Dr. Travis Zigler

Title: Member

*[Signature Page to Trademark Assignment]*

**Schedule 1**

**Assigned Trademarks**

- 1) USPTO Trademark No. 5,383,403 – Eye Love
- 2) USPTO Trademark No. 5,677,585 – Heyedrate
- 3) USPTO Trademark No. 5,864,508 – The Dry Eye Show
- 4) USPTO Trademark No. 5,560,753 – Mediviz

**AMENDMENT TO THE  
TRADEMARK ASSIGNMENT**

This AMENDMENT ("*Amendment*") to the Trademark Assignment, dated as of June 1, 2021 ("*Trademark Assignment*"), between Eye Love, LLC, a South Carolina limited liability company ("*Assignor*"), having a place of business located at 5629 Rio Chama Cove, Austin, TX 78738, and Eye Love, LLC, a Delaware limited liability company ("*Assignee*"), having a place of business located at 5 Sentry Parkway, East Bldg. Suite 210, Blue Bell, PA 19422 is made and entered into as of July ~~20<sup>th</sup>~~, 2022.

WHEREAS, the Schedule 1 attached to the Trademark Assignment erroneously did not list two of the trademark registrations intended to be assigned from the Assignor to Assignee at the time of the executed of the Trademark Assignment; and

WHEREAS, the parties to the Trademark Assignment desire to remedy such error so that all six registrations, including the two additional United States Trademark Registrations No. 5021415 for the mark EYE LOVE & Design and No. 5912580 for the mark THE DRY EYE SHOW & Design, are properly listed on the Schedule 1.

NOW, THEREFORE, the Assignor and the Assignee hereby agree and consent to the following:

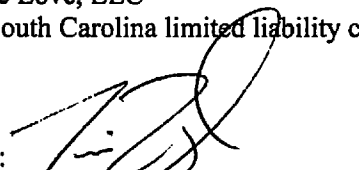
1. The attached amended Schedule 1 is revised to include the two additional trademark registrations (six trademark registrations total) and replaces the prior Schedule 1.

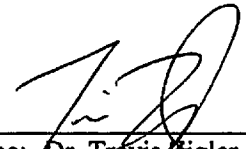
2. The Trademark Assignment as so amended with the amended Schedule 1 is attached hereto as Exhibit A, and the parties hereby agree that the amended Schedule 1 is deemed effective *nunc pro tunc* as of June 1, 2021 and replaces in all respects the Trademark Assignment as if such error in Schedule 1 had not been made.

3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Trademark Assignment as of July ~~20<sup>th</sup>~~, 2022.

Eye Love, LLC  
a South Carolina limited liability company

By:   
Name: Dr. Travis Zigler  
Title: Member

By:   
Name: Dr. Travis Zigler  
Title: Member

Eye Love, LLC  
a Delaware limited liability company

**Amended Schedule 1**

**Assigned Trademarks**

- 1) USPTO Trademark No. 5,383,403 – Eye Love
- 2) USPTO Trademark No. 5,021,415 – Eye Love & Design
- 3) USPTO Trademark No. 5,677,585 – Heyedrate
- 4) USPTO Trademark No. 5,864,508 – The Dry Eye Show
- 5) USPTO Trademark No. 5,912,580 – The Dry Eye Show & Design
- 6) USPTO Trademark No. 5,560,753 – Mediviz