

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM750896

<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>
PentaVision LLC		08/19/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BroadcastMed, LLC		
<b>Street Address:</b>	185 Farmington Avenue		
<b>Internal Address:</b>	Suite 220		
<b>City:</b>	Farmington		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06032		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97405508	OPTOMETRIC MANAGEMENT EDUCATION	
<b>Registration Number:</b>	6114489	NEW OD	
<b>Registration Number:</b>	5094503	GLOBAL SPECIALTY LENS SYMPOSIUM	
<b>Registration Number:</b>	4647926	RETINAL PHYSICIAN THERAPEUTIC AND SURGIC	
<b>Registration Number:</b>	4468822	OPHTHALMIC PROFESSIONAL	
<b>Registration Number:</b>	2651418	OPHTHALMOLOGY MANAGEMENT	
<b>Registration Number:</b>	2327646	CONTACT LENSES TODAY	
<b>Registration Number:</b>	1574833	OPTOMETRIC MANAGEMENT	
<b>Registration Number:</b>	1495563	EYECAREBUSINESS	
<b>Registration Number:</b>	1408495	CONTACT LENS SPECTRUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5184877777		
<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>	5184877618		
<b>Email:</b>	mricciardi@woh.com		
<b>Correspondent Name:</b>	Martin J. Ricciardi		
<b>Address Line 1:</b>	One Commerce Plaza		

OP \$265.00 97405508

**Address Line 2:** Whiteman Osterman & Hanna LLP  
**Address Line 4:** Albany, NEW YORK 12260

**NAME OF SUBMITTER:** Martin J. Ricciardi

**SIGNATURE:** /martin j. ricciardi/

**DATE SIGNED:** 08/24/2022

**Total Attachments: 5**

source=Trademark Assignment BroadcastMed - PentaVision (EXECUTED) (002)#page1.tif

source=Trademark Assignment BroadcastMed - PentaVision (EXECUTED) (002)#page2.tif

source=Trademark Assignment BroadcastMed - PentaVision (EXECUTED) (002)#page3.tif

source=Trademark Assignment BroadcastMed - PentaVision (EXECUTED) (002)#page4.tif

source=Trademark Assignment BroadcastMed - PentaVision (EXECUTED) (002)#page5.tif

TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this “*Trademark Assignment*”) is made as of August 19, 2022, by and between PentaVision LLC, a Delaware limited liability company (the “*Assignor*”), and BroadcastMed, LLC, a Delaware limited liability company (the “*Assignee*”).

**WITNESSETH:**

**WHEREAS**, the Assignor owns the trademarks listed on Schedule A attached hereto (the “*Trademarks*”) that are registered or are the subject of a pending application with the United States Patent and Trademark Office;

**WHEREAS**, pursuant to the Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), by and among the Assignor, the Assignee and certain other parties thereto, the Assignor has agreed to convey and transfer certain Intellectual Property Rights, including, without limitation, the Trademarks, to the Assignee; and

**WHEREAS**, the Assignee desires to acquire all rights, title and interests in, to and under the Trademarks and the goodwill associated therewith.

**NOW, THEREFORE**, in consideration of the mutual promises set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. All capitalized words and terms used in this Trademark Assignment and not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. The Assignor hereby sells, assigns, and conveys to the Assignee, its successors and assigns, all rights, title and interests throughout the world in and to the Trademarks and the registrations and applications for registration, together with the goodwill of the Business connected with and symbolized by the Trademarks and all rights and powers arising or accrued therefrom. The Assignor further sells, assigns and transfers to the Assignee any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Trademarks, including, without limitation, any claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for the Assignee’s own use and enjoyment, and for the use and enjoyment of its successors and assigns.

3. The Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by the Assignee. Following the date hereof, upon the Assignee’s reasonable request, and at the Assignee’s sole cost and expense, the Assignor shall take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to the Assignee, or any assignee or successor thereto.

4. This Trademark Assignment is subject to all the terms and conditions of the Purchase Agreement and is intended only to assist with consummation of the transactions contemplated thereby with respect to the Trademarks. No provision of this Trademark Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement, and this Trademark Assignment shall not create any additional obligation or liability for the Assignor or the Assignee beyond those already specified in or contemplated by the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

5. This Trademark Assignment may be executed in multiple counterparts, each of which may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, *e.g.*, [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes and shall be deemed an original and all of which shall be deemed, collectively, as one agreement.

6. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Trademark Assignment on the day and year first above written.

ASSIGNOR:

PENTAVISION LLC

By: 

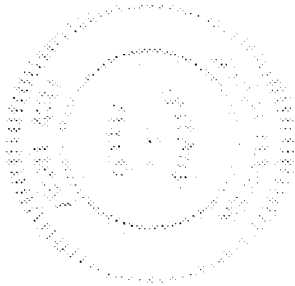
Name: Thomas J. Wilson

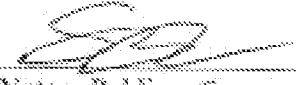
Title: Manager

State of New Jersey )

County of Hudson )

Then personally appeared Thomas Wilson, the Manager of the above-named Assignor and acknowledged the foregoing act to be his free act and deed, before me, this 17<sup>th</sup> of August, 2022.



  
Notary Public Samuel Barnes

My commission expires: 12/31/2025

[Signature Page to the Trademark Assignment Agreement]

ASSIGNEE:

**BROADCASTMED, LLC**

By: 


Name: Ross Joe

Title: Chief Executive Officer

[Signature Page to the Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 007830 FRAME: 0838**

SCHEDULE A  
TO  
TRADEMARK MARK ASSIGNMENT

<b>Trademark / Service mark</b>	<b>U.S. Registration No.</b>	<b>U.S. Serial No.</b>	<b>Date of Registration</b>
OPTOMETRIC MANAGEMENT EDUCATION		97/405,508	
NEW OD	6,114,489	88/387,400	July 28, 2020
GLOBAL SPECIALTY LENS SYMPOSIUM	5,094,503	86/957,751	December 6, 2016
RETINAL PHYSICIAN THERAPEUTIC AND SURGICAL TREATMENT OF THE POSTERIOR SEGMENT	4,647,926	86/116,143	December 2, 2014
<b>Ophthalmic</b>  PROFESSIONAL	4,468,822	85/780,749	January 21, 2014
OPHTHALMOLOGY MANAGEMENT	2,651,418	76/255,627	November 19, 2002
CONTACT LENSES TODAY	2,327,646	75/379,044	March 14, 2000
OPTOMETRIC MANAGEMENT	1,574,833	73/760,231	January 2, 1990
EYECAREBUSINESS	1,495,563	73/688,572	July 5, 1988
CONTACT LENS SPECTRUM	1,408,495	73/583,767	September 9, 1986