

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MLOGIX (ABC), LLC, IN ITS SOLE AND LIMITED CAPACITY AS ASSIGNEE FOR THE ASSIGNMENT ESTATE		07/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RETINADX, INC.		
Street Address:	19578 10th Ave NE STE 200		
City:	Poulsbo		
State/Country:	WASHINGTON		
Postal Code:	98370		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4359396	AMD CENTER OF EXCELLENCE	
Registration Number:	4451864	MACULOGIX	
Registration Number:	4451865	ADAPTDX	
Registration Number:	5420249	THE AMD EXPERTS	
Registration Number:	5966850	MACULOGIX	
Registration Number:	5967010	ADAPTDX	
Registration Number:	5998701	AMD ACADEMY	
Registration Number:	5998702	AMD EXCELLENCE PROGRAM	
Registration Number:	6003436	MACULOGIX	
Registration Number:	6004335	AMD CENTER OF EXCELLENCE	
Registration Number:	6143827	AMD ACADEMY	
Registration Number:	6175889	ADAPTDX PRO	
Registration Number:	6284112	COMFORT GUARD	
Registration Number:	6311035	RI	
Registration Number:	6311036	ROD INTERCEPT	
Registration Number:	6342112	MACULOGIX	
Registration Number:	6531321	M	

CH \$440.00 4359396

CORRESPONDENCE DATA**Fax Number:** 3129847700*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:** 3123722000**Email:** ipdocketmwe@mwe.com**Correspondent Name:** Jennifer M. Mikulina**Address Line 1:** 444 West Lake Street, Suite 4000**Address Line 4:** Chicago, ILLINOIS 60606-0029**ATTORNEY DOCKET NUMBER:** 119057-0234**NAME OF SUBMITTER:** Maxwell C. Preston**SIGNATURE:** /Maxwell C. Preston/**DATE SIGNED:** 12/29/2022**Total Attachments: 5**

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “Trademark Assignment”) is hereby entered into on July 22, 2022 (the “Effective Date”), by and between **MLOGIX (ABC), LLC** (“Seller”), a Delaware limited liability company, solely in its capacity as the assignee for the benefit of creditors for the MacuLogix Assignment Estate and **RETINADX, INC.**, a Delaware corporation (“Purchaser”).

RECITALS

A. On July 6, 2022, Seller and Purchaser entered into a certain Asset Purchase Agreement, as amended by that certain First Amendment to Asset Purchase Agreement dated even date hereof (as amended, restated or otherwise modified, the “Asset Purchase Agreement”) in which Purchaser agreed to acquire the Purchased Assets of the MacuLogix Assignment Estate, including, without limitation, all Intellectual Property. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

B. Pursuant to the Asset Purchase Agreement, Seller desires to transfer to Purchaser Seller’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 this Trademark Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser hereby agree as follows:

1. Seller does hereby convey, assign, transfer and deliver to Purchaser, its successors and assigns, (i) all of Seller’s entire right, title and interest in and to the Assigned Marks, as set forth in Exhibit A to this Trademark 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, equitable relief, and/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 Purchaser, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Trademark Assignment had not been made.

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

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

4. Seller hereby authorizes and requests that the United States Patent and Trademark Office and other government entities worldwide, as appropriate, record this Trademark Assignment.

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

6. Upon the consummation of this Trademark Assignment, Seller's conveyance, transfer and assignment of the Assigned Marks shall be rendered on an "AS IS" and "WHERE IS" basis, subject only to those representations and warranties expressly set forth in this Trademark Assignment and in the Asset Purchase Agreement.

7. 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.

8. 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.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Trademark Assignment Agreement to be duly executed as of the date first written above.

SELLER:

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

DocuSigned by:

James E. Gansman

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By: _____

Name: James E. Gansman

Title: President

PURCHASER:

RETINADX, INC.

DocuSigned by:

Clark E. Tedford, Ph.D.

6750B6C66DB3445...

By: _____

Name: Clark E. Tedford, Ph.D.





Title: President & CEO

EXHIBIT A

1. Trademarks

Title	Matter Type	Country Name	Status	Application #	Registration Date	Registration #
ADAPTDX & Design	Trademark - ORG	USA	Registered	88/514084	1/21/20	5,967,010
THE AMD EXPERTS	Trademark - ORG	USA	Registered	87/593672	3/6/18	5,420,249
ADAPTDX	Trademark - ORG	USA	Registered	85/533323	12/17/13	4,451,865
ADAPTDX PRO	Trademark - ORG	USA	Registered	88/291436	10/13/20	6,175,889
AMD ACADEMY	Trademark - ORG	USA	Registered	88/073802	2/25/20	5,998,701
AMD ACADEMY	Trademark - ORG	USA	Registered	88/338837	9/1/20	6,143,827
AMD CENTER OF EXCELLENCE	Trademark - ORG	USA	Registered	85/507901	6/25/13	4,359,396
AMD CENTER OF EXCELLENCE	Trademark - ORG	USA	Registered	88/340559	3/3/20	6,004,335
AMD EXCELLENCE PROGRAM	Trademark - ORG	USA	Registered	88/073839	2/25/20	5,998,702
COMFORT GUARD	Trademark - ORG	USA	Registered	88/596233	3/2/21	6,284,112
M Design	Trademark - ORG	USA	Registered	88/514508	10/19/21	6,531,321
MACULOGIX	Trademark - ORG	USA	Registered	88/266138	5/4/21	6,342,112
MACULOGIX	Trademark - ORG	USA	Registered	85/533316	12/17/13	4,451,864
MACULOGIX	Trademark - ORG	USA	Registered	88/084346	3/3/20	6,003,436
MACULOGIX & Design	Trademark - ORG	USA	Registered	88/512492	1/21/20	5,966,850
RI	Trademark - ORG	USA	Registered	88/340564	3/30/21	6,311,035
ROD INTERCEPT	Trademark - ORG	USA	Registered	88340572	3/30/21	6,311,036
THEIA	Trademark - ORG	USA	Allowed	88/190515		

Registered Owner	Mark	Country	Application Number	Date Filed
MacuLogix, Inc.	Maculogix	Australia	2063064	7/15/19
MacuLogix, Inc.	Maculogix	Canada	2006334	7/15/19
MacuLogix, Inc.	Maculogix	Australia	1999754	2/20/19
MacuLogix, Inc.	Maculogix	Canada	1947240	2/20/19
MacuLogix, Inc.	AdaptDx	Australia	2045832	12/7/19
MacuLogix, Inc.	AdaptDx	Canada	1991874	12/7/19
MacuLogix, Inc.	Theia	Canada	1962364	5/10/19
MacuLogix, Inc.	AdaptDx Pro	Australia	2039961	7/25/19
MacuLogix, Inc.	AdaptDx Pro	Canada	1986863	7/25/19
MacuLogix, Inc.	Comfort Guard	Canada	2015637	1/10/20
MacuLogix, Inc.	Comfort Guard	Australia	2073546	1/10/20
MacuLogix, Inc.		WIPO	WO0000001515820	1/10/20

MacuLogix, Inc.		Canada	2012977	1/10/20
MacuLogix, Inc.		Australia	2070473	1/10/20
MacuLogix, Inc.		Australia	2070503	1/10/20
MacuLogix, Inc.		Canada	2012987	1/10/20
MacuLogix, Inc.	Theia	India	452325	4/30/20

2. All MacuLogix, Inc. urls, websites, domain names and related materials, including, without limitation, source code, data, records, files, trade secrets, and know how.