

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816655

| | |
|------------------------------|----------------------------------------------------|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| RESUBMIT DOCUMENT ID: | 900769346 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|---------------------------|
| Vincent P. Basilice | | 03/27/2023 | INDIVIDUAL: UNITED STATES |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------------------|
| Name: | Long Island Vision Management, LLC |
| Street Address: | 100 Motor Parkway |
| Internal Address: | Suite 100 |
| City: | Hauppauge |
| State/Country: | NEW YORK |
| Postal Code: | 11787 |
| Entity Type: | Limited Liability Company: NEW YORK |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|-----------------------------|---------|-----------|
| Registration Number: | 5104158 | TOC EYE |

CORRESPONDENCE DATA

Fax Number: 6152446804

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: 6158508741

Email: robert.felber@hkllaw.com

Correspondent Name: Robert Felber

Address Line 1: 511 Union Street

Address Line 2: Suite 2700

Address Line 4: Nashville, TENNESSEE 37219

| | |
|---------------------------|-------------------------|
| NAME OF SUBMITTER: | Robert P. Felber, Jr. |
| SIGNATURE: | /ROBERT P. FELBER, JR./ |
| DATE SIGNED: | 06/12/2023 |

Total Attachments: 4

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ASSIGNMENT OF TRADEMARK AND SERVICE MARK AND ACCOMPANYING GOODWILL

This Assignment of Trademark and Service Mark and Accompanying Goodwill (this "Assignment") is entered into as of March 27, 2023 by and between Vincent P. Basilice, M.D., an individual, whose address is 3255 Bayshore Rd., Greenport, NY 11944 (the "Assignor"), and Long Island Vision Management, LLC, a New York limited liability company, whose business address is 100 Motor Parkway, Ste 100, Hauppauge, New York 11787 (the "Assignee"), in accordance with the terms of that certain Purchase and Contribution Agreement, dated as of March 9, 2023, by and among Assignor, Assignee, Vincent P. Basilice, M.D., P.C., a New York professional service corporation doing business as TOC Eye, Sight Medical Doctors, PLLC, a New York professional limited liability company and Sight Vision Partners, LLC, a Delaware limited liability company (the "Controlling Agreement") under which Assignee is acquiring certain specified assets of Assignor. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed in the Controlling Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor's worldwide rights, title and interest in and to the trademark and/or service Mark identified in Schedule A attached hereto (the "Mark"), any registrations therefor throughout the world, any renewals or extensions of such registrations, and all rights, including all common law rights, and registrations therein and therefor in any other country or locality worldwide, together with the goodwill of the business in connection with which the Mark are used and which are symbolized by the Mark and the resulting right to recover damages and profits for past, present or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment and sale had not been made. For the avoidance of doubt, Assignee hereby acknowledges and agrees that any and all intellectual property owned by Assignor, other than the intellectual property specifically set forth on the attached Schedule A, is not and shall not be subject to this agreement, it being expressly agreed and acknowledged that the Assignor has no right, title or interest in and to any and all of such other intellectual property of the Assignor.

Assignor agrees to execute and deliver at the request of Assignee any papers, instruments and assignments reasonably necessary to vest in Assignee all of Assignor's right, title and interest in and to the Mark and the registration(s) therefor and/or to provide evidence to support such assignment in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Controlling Agreement, and this Assignment is not intended to alter the rights or obligations of the parties set forth in the Controlling Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Controlling Agreement, and with respect to matters addressed in the Controlling Agreement but not addressed herein, the parties hereto agree that the terms of the Controlling Agreement shall control.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

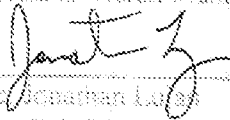
ASSIGNOR:



Vincent P. Basilica, M.D.

ASSIGNEE:

Long Island Vision Management, LLC

By: 

Name: Jonathan Lopez
Title: Chief Executive Officer

[Signature Page to Assignment of Trademark and Service Mark and Accompanying Goodwill]

SCHEDULE A

(Trademark and Service Mark)

| | MARK | JURISDICTION | REGISTRATION NO. | CLASS | REGISTRATION DATE | GOODS/SERVICES |
|----|---------|--------------|------------------|-------|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | TOC EYE | USA | Reg. No. 5104158 | 44 | 12/20/2016 | ophthalmology services, including laser vision correction, comprehensive eye care, retinal services, eye nutrition, and treatment and management of eye-related disorders, including cataracts, corneal conditions, glaucoma, and dry eyes; Cosmetic surgery services and non-invasive cosmetic medical procedures, including injectable treatments with botulinum toxin and dermal fillers, and eyelid surgery |