

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM843575

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NEUROLENS, INC.		09/29/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Trinity Capital Inc.		
<b>Street Address:</b>	1 N 1st Street, Floor 3		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98107091	AHHH FOR THEIR EYES	
<b>Serial Number:</b>	98107083	RELIEF IS IN SIGHT	
<b>Serial Number:</b>	90076536	AHH FOR YOUR EYES	
<b>Serial Number:</b>	90076531	AHH FOR THE EYES	
<b>Registration Number:</b>	4923147	RELIEF IS IN SIGHT	
<b>Registration Number:</b>	4800163	NEUROLENS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2131475		
<b>NAME OF SUBMITTER:</b>	Yvette Stohler		
<b>SIGNATURE:</b>	/Yvette Stohler/		
<b>DATE SIGNED:</b>	10/04/2023		

OP \$165.00 98107091

**Total Attachments: 13**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Agreement") dated as of September 29, 2023, is made by NEUROLENS, INC., a Delaware corporation (the "Grantor"), in favor of TRINITY CAPITAL INC., a Maryland corporation, as administrative agent and collateral agent for the Lenders ("Administrative Agent").

**RECITALS**

A. Grantor has entered into a Loan and Security Agreement with the lenders party thereto and the Administrative Agent, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Administrative Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

1. **Grant of Security Interest.** To secure its obligations under the Loan Agreement, Grantor grants and pledges to Administrative Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under Grantor's intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, or anything to the contrary herein, the Intellectual Property Collateral does not include (a) any interest of Borrower as a lessee, licensee, sublessee or sublicensee under a lease, license, sublease or sublicense if Borrower is prohibited by the terms of such lease, license, sublease or sublicense from granting a security interest in such lease, license, sublease or sublicense or under which such an assignment or Lien would cause a default to occur under such lease, license, sublease or sublicense (but (1) only to the extent such prohibition is enforceable under applicable law and (2) other than to the extent that any such term would be deemed ineffective pursuant to Sections 9-406, 9-407 or 9-409 (or any other Section) of Article 9 of the Code); provided, that upon termination of such prohibition, such interest shall immediately become Collateral without any action by the Borrower or Administrative Agent; and (b) any "intent-to-use" trademarks or applications therefor, but only to the extent and solely during such period that granting a security interest in the "intent-to-use" trademarks would be contrary to applicable law or may interfere with Borrower's rights to obtain and maintain such trademarks; provided that after such period, Borrower acknowledges that such interest in such trademark application or trademark shall be subject to a security interest in favor of Administrative Agent and shall be included in the Collateral.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Administrative Agent.

Grantor hereby authorizes Administrative Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Administrative Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Administrative Agent may assign, transfer, or endorse its rights

hereunder pursuant to the terms of the Loan Agreement, and all of such rights shall inure to the benefit of Administrative Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Administrative Agent in the State of California, and shall have been accepted by Administrative Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

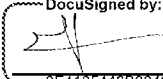
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the day and year first above written.

**GRANTOR:**

NEUROLENS, INC., a Delaware corporation

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Pierre Bertrand  
Title: Chief Executive Officer

**LENDER:**

TRINITY CAPITAL INC.,  
a Maryland corporation, as Administrative Agent

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Sarah Stanton  
Title: General Counsel and Chief Compliance Officer

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EXHIBIT A

COPYRIGHTS

*None*

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**EXHIBIT B****PATENTS**

NeuroLens US Patents					
Docket No.	Application Number	Application Date	Grant Number	Grant Date	Title
P22US1	16/294,970	3/7/2019	11241151	2/8/2022	CENTRAL SUPERVISION STATION SYSTEM FOR PROGRESSIVE LENS SIMULATORS
P21US1	16/294,959	3/7/2019	11288416	3/29/2022	DEEP LEARNING METHOD FOR A PROGRESSIVE LENS SIMULATOR WITH AN ARTIFICIAL INTELLIGENCE ENGINE
P20US1	16/294,953	3/7/2019	11259697	3/1/2022	GUIDED LENS DESIGN EXPLORATION METHOD FOR A PROGRESSIVE LENS SIMULATOR
P19US1	16/294,932	3/7/2019	11202563	12/1/2021	GUIDED LENS DESIGN EXPLORATION SYSTEM FOR A PROGRESSIVE LENS SIMULATOR
P18US1	16/293,687	3/6/2019	11175518	11/16/2021	HEAD-MOUNTED PROGRESSIVE LENS SIMULATOR
P17US1	16/294,940	3/7/2019	11259699	3/1/2022	INTEGRATED PROGRESSIVE LENS SIMULATOR
P16US1	16/293,677	3/6/2019	11559197	1/24/2023	METHOD OF OPERATING A PROGRESSIVE LENS SIMULATOR WITH AN AXIAL POWER-DISTANCE SIMULATOR
P15US1	15/984,397	5/20/2018	10783700	9/22/2020	PROGRESSIVE LENS SIMULATOR WITH AN AXIAL POWER-DISTANCE SIMULATOR
P14US1	15/859,723	1/1/2018	10908434	2/2/2021	NEGATIVE POWER LENS WITH OFF-AXIS CURVATURE CENTER
P13US1	15/859,665	12/31/2017	10921614	2/16/2021	LOW-CONVERGENCE NEGATIVE POWER SPECTACLES
P12US1	15/859,660	12/31/2017	11360329	6/14/2022	NEGATIVE POWER EYE-STRAIN REDUCING LENS
P10US2	16/579,826	9/23/2019	11589745	2/28/2023	METHOD AND SYSTEM FOR MEASURING BINOCULAR ALIGNMENT

**TRADEMARK****REEL: 008216 FRAME: 0797**



P10US1	15/696,161	9/5/2017	10420467	9/24/2019	METHOD AND SYSTEM FOR MEASURING BINOCULAR ALIGNMENT
P09US1	15/289,194	10/9/2016	10338409	7/2/2019	LENS WITH OFF-AXIS CURVATURE CENTER
P08US1	15/289,163	10/8/2016	10048512	8/14/2018	LOW-CONVERGENCE SPECTACLES
P07US1	15/289,157	10/8/2016	10048511	8/14/2018	EYE-STRAIN REDUCING LENS
P06US1	14/013,338	8/29/2013	9298021	3/29/2016	METHODS AND LENSES FOR ALLEVIATING ASTHENOPIA
P05US1	14/324,629	7/7/2014	9237843	1/19/2016	SYSTEM FOR MEASURING VISUAL FIXATION DISPARITY

## NeuroLens US Applications

Docket No.	Application Number	Application Date	Title
P25US2	18/324,898	5/26/2023	CONTOUR PRISM LENS WITH PROGRESSIVE POWER
P25US1	18/324,812	5/26/2023	CONTOUR PRISM LENS WITH PROGRESSIVE POWER
P24US1	18/295,405	4/4/2023	PRISMATIC LENS FOR REDUCING A DYNAMIC ALIGNMENT DIFFERENTIAL
P23US1	17/179,402	2/19/2021	SYSTEM FOR MEASURING BINOCULAR ALIGNMENT WITH ADJUSTABLE DISPLAYS AND EYE TRACKERS
P16US2	18/066,651	12/15/2022	METHOD OF OPERATING A PROGRESSIVE LENS SIMULATOR WITH AN AXIAL POWER-DISTANCE SIMULATOR
P11US2	17/393,402	8/3/2021	PRISMATIC CONTACT LENS
P10US3	18/065,182	12/13/2022	METHOD AND SYSTEM FOR MEASURING BINOCULAR ALIGNMENT

## NeuroLens Licensed US Patents

Docket No.	Application Number	Application Date	Grant Number	Grant Date	Title
P04US1	12/321,440	1/21/2009	7828439	11/9/2010	SYSTEM AND METHOD FOR MEASURING FIXATION DISPARITY AND PROPRIOCEPTIVE MISALIGNMENT OF THE VISUAL SYSTEM
P03US1	12/383,400	3/24/2009	8042940	10/25/2011	OPHTHALMIC LENSES HAVING REDUCED BASE OUT PRISM
P02US1	12/321,440	1/21/2009	7828439	11/9/2010	SYSTEM AND METHOD FOR MEASURING FIXATION DISPARITY AND PROPRIOCEPTIVE MISALIGNMENT OF THE VISUAL SYSTEM

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REEL: 008216 FRAME: 0798

Docket No.	Country	Application Number	Application Date	Grant Number	Grant Date	Title
P01US1	11/078,891	3/10/2005	7104647	9/12/2006	9/12/2006	MULTI-FOCAL OPHTHALMIC LENS WITH BASE IN PRISM
NeuroLens Foreign Patents						
P13JP1	Japan	2020-536628	12/15/2018	7218370	1/27/2023	LOW-CONVERGENCE NEGATIVE POWER SPECTACLES
P13CN1	China	201880084915.1	12/15/2018	ZL201880084915.1	8/26/2022	LOW-CONVERGENCE NEGATIVE POWER SPECTACLES
P11MX1	Mexico	MX/a/2019/007865	3/4/2018	400364	2/24/2023	PRISMATIC CONTACT LENS
P11GB1	United Kingdom	1911001.4	3/4/2018	2572729	1/12/2022	PRISMATIC CONTACT LENS
P11CN1	China	201880005980.0	3/4/2018	ZL201880005980.0	1/14/2022	PRISMATIC CONTACT LENS
P11AU1	Australia	2018206488	3/4/2018	2018206488	3/9/2023	PRISMATIC CONTACT LENS
P09MX1	Mexico	MX/a/2019/003696	10/8/2017	402307	5/3/2023	LENS WITH OFF-AXIS CURVATURE CENTER
P08MX1	Mexico	MX/a/2019/003798	10/6/2017	394346	7/28/2022	LOW-CONVERGENCE SPECTACLES
P08JP1	Japan	2019-540289	10/6/2017	7054938	4/7/2022	LOW CONGESTION GLASSES
P08CN1	China	201780069582.0	10/6/2017	ZL201780069582.0	5/3/2022	LOW-CONVERGENCE SPECTACLES
P08AU1	Australia	2017340775	10/6/2017	2017340775	1/19/2023	LOW-CONVERGENCE SPECTACLES
P07MX1	Mexico	MX/a/2019/003799	10/6/2017	394345	7/28/2022	EYE-STRAIN REDUCING LENS
P05JP1	Japan	2017-0522316	7/7/2014	6503062	3/29/2019	SYSTEM FOR MEASURING FIXATION DISPARITY
P05IT1	Italy	14897226.8	7/7/2014	3166472	11/25/2020	OPHTHALMIC LENSES HAVING REDUCED
P05GB1	United Kingdom	14897226.8	7/7/2014	3166472	11/25/2020	OPHTHALMIC LENSES HAVING REDUCED
P05FR1	France	14897226.8	7/7/2014	3166472	11/25/2020	OPHTHALMIC LENSES HAVING REDUCED
P05ES1	Spain	14897226.8	7/7/2014	3166472	11/25/2020	OPHTHALMIC LENSES HAVING REDUCED
P05DE1	Germany	14897226.8	7/7/2014	3166472	11/25/2020	OPHTHALMIC LENSES HAVING REDUCED

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P05CN1	China	201480081481.1	7/7/2014	ZL201480081481.1	1/21/2020	OPHTHALMIC LENSES HAVING REDUCED
P05CA1	Canada	2,954,029	7/7/2014	2954029	7/5/2022	SYSTEM FOR MEASURING VISUAL FIXATION DISPARITY
P05AU2	Australia	2020202436	Apr 8, 2020	2020202436	Dec 9, 2021	SYSTEM FOR MEASURING VISUAL FIXATION DISPARITY
NeuroLens Foreign Applications						
Docket No.	Country	Application Number	Application Date	Title		
P23MX1	Mexico	MX/a/2023/009664	2/17/2022	SYSTEM FOR MEASURING BINOCULAR ALIGNMENT WITH ADJUSTABLE DISPLAYS AND EYE TRACKERS		
P23JP1	Japan		2/17/2022	SYSTEM FOR MEASURING BINOCULAR ALIGNMENT WITH ADJUSTABLE DISPLAYS AND EYE TRACKERS		
P23CN1	China		2/17/2022	SYSTEM FOR MEASURING BINOCULAR ALIGNMENT WITH ADJUSTABLE DISPLAYS AND EYE TRACKERS		
P23CA1	Canada	3,208,519	2/17/2022	SYSTEM FOR MEASURING BINOCULAR ALIGNMENT WITH ADJUSTABLE DISPLAYS AND EYE TRACKERS		
P23AU1	Australia	2022223284	2/17/2022	SYSTEM FOR MEASURING BINOCULAR ALIGNMENT WITH ADJUSTABLE DISPLAYS AND EYE TRACKERS		
P15JP1	Japan	2020 565273	5/20/2019	PROGRESSIVE LENS SIMULATOR WITH AN AXIAL POWER-DISTANCE SIMULATOR		
P15EP1	EPO	19806596.3	5/20/2019	PROGRESSIVE LENS SIMULATOR WITH AN AXIAL POWER-DISTANCE SIMULATOR		
P15CN1	China	20198004437.6	5/20/2019	PROGRESSIVE LENS SIMULATOR WITH AN AXIAL POWER-DISTANCE SIMULATOR		
P15CA1	Canada	3,100,866	5/20/2019	PROGRESSIVE LENS SIMULATOR WITH AN AXIAL POWER-DISTANCE SIMULATOR		
P15AU1	Australia	2019275391	5/20/2019	PROGRESSIVE LENS SIMULATOR WITH AN AXIAL POWER-DISTANCE SIMULATOR		
P14JP1	Japan	2023-009322	12/15/2018	LOW-CONVERGENCE NEGATIVE POWER SPECTACLES		

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P14EP1	EPO	23157358.5	12/15/2018	LOW-CONVERGENCE NEGATIVE POWER SPECTACLES
P14AU1	Australia	2022259763	12/15/2018	LOW-CONVERGENCE NEGATIVE POWER SPECTACLES
P13EP1	EPO	18893440.0	12/15/2018	LOW-CONVERGENCE NEGATIVE POWER SPECTACLES
P13CA1	Canada	3,085,584	12/15/2018	LOW-CONVERGENCE NEGATIVE POWER SPECTACLES
P13AU1	Australia	2018397593	12/15/2018	LOW-CONVERGENCE NEGATIVE POWER SPECTACLES
P12JP1	Japan	2023-009321	12/15/2018	LOW-CONVERGENCE NEGATIVE POWER SPECTACLES
P12EP1	EPO	23157351.0	12/15/2018	LOW-CONVERGENCE NEGATIVE POWER SPECTACLES
P12AU1	Australia	2022259765	12/15/2018	LOW-CONVERGENCE NEGATIVE POWER SPECTACLES
P11JP2	Japan	2022-193979	3/4/2018	PRISMATIC CONTACT LENS
P11EP1	EPO	18736586.1	3/4/2018	PRISMATIC CONTACT LENS
P11CA1	Canada	3,047,801	3/4/2018	PRISMATIC CONTACT LENS
P10JP1	Japan	2020-513643	9/4/2018	METHOD AND SYSTEM FOR MEASURING BINOCULAR ALIGNMENT
P10EP2	EPO	20190684.9	9/4/2018	METHOD AND SYSTEM FOR MEASURING BINOCULAR ALIGNMENT
P10EP1	EPO	18853728.6	9/4/2018	METHOD AND SYSTEM FOR MEASURING BINOCULAR ALIGNMENT
P10CN1	China	201880066820.7	9/4/2018	METHOD AND SYSTEM FOR MEASURING BINOCULAR ALIGNMENT
P10CA1	Canada	3,074,858	9/4/2018	METHOD AND SYSTEM FOR MEASURING BINOCULAR ALIGNMENT
P10AU1	Australia	2018330035	9/4/2018	METHOD AND SYSTEM FOR MEASURING BINOCULAR ALIGNMENT
P09JP2	Japan	2022-050532	10/6/2017	METHOD AND SYSTEM FOR MEASURING BINOCULAR ALIGNMENT
P09EP2	EPO	23157261.1	10/6/2017	LOW-CONVERGENCE SPECTACLES
P09CN2	China	202210428400.8	10/6/2017	LOW-CONVERGENCE SPECTACLES
P09AU2	Australia	2022259764	10/6/2017	LOW-CONVERGENCE SPECTACLES
P08EP1	EPO	17859237.4	10/6/2017	LOW-CONVERGENCE SPECTACLES
P08CA1	Canada	3,038,837	10/6/2017	LOW-CONVERGENCE SPECTACLES
P07JP2	Japan	2022-049671	10/6/2017	LOW CONGESTION GLASSES
P07EP2	EPO	23157236.0	10/6/2017	LOW-CONVERGENCE SPECTACLES
P07CN2	China	202210428442.0	10/6/2017	LOW-CONVERGENCE SPECTACLES
P07AU2	Australia	2022259769	10/6/2017	LOW-CONVERGENCE SPECTACLES

NeuroLens Foreign Imminent Filing Applications

TRADEMARK

REEL: 008216 FRAME: 0801

Docket No.	Country	Application Number	Title			
P23EP1	EPO	Imminent Filing	SYSTEM FOR MEASURING BINOCULAR ALIGNMENT WITH ADJUSTABLE DISPLAYS AND EYE TRACKERS			
NeuroIens Licensed Foreign Patents						
Docket No.	Country	Application Number	Application Date	Grant Number	Grant Date	Title
P01JP1	Japan	2007-554236	2/1/2006	5156396	12/14/2012	MULTI-FOCAL OPHTHALMIC LENS WITH BASE IN PRISM

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EXHIBIT C

## TRADEMARKS

Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date
NeuroLens, Inc.	AHHH FOR THEIR EYES	98107091	7/28/2023	-	-
NeuroLens, Inc.	RELIEF IS IN SIGHT	98107083	7/28/2023	-	-
NeuroLens, Inc.	AHH FOR YOUR EYES	90076536	7/27/2020	-	-
NeuroLens, Inc.	AHH FOR THE EYES	90076531	7/27/2020	-	-
NeuroLens, Inc.	RELIEF IS IN SIGHT	85973094	6/28/2013	4823147	3/22/2015
NeuroLens, Inc.	NEUROLENS	85917460	4/29/2013	4800163	8/25/2015

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EXHIBIT D

**MASK WORKS**

*None*

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