

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ECLYPTIC, INC.		11/09/2022	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	LOMBART BROTHERS INC.		
Street Address:	5358 Robin Hood Road		
City:	Norfolk		
State/Country:	VIRGINIA		
Postal Code:	23513		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1796275	RESEEVIT	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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>			
Phone:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Bailey E. Brusca		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	B. Brusca -39083.0031		
NAME OF SUBMITTER:	Bailey E. Brusca		
SIGNATURE:	/Bailey E. Brusca/		
DATE SIGNED:	01/04/2024		
Total Attachments: 3			
source=Lombart Brothers - Veatch Assignment of Servicemarks and Trademarks#page1.tif			
source=Lombart Brothers - Veatch Assignment of Servicemarks and Trademarks#page2.tif			
source=Lombart Brothers - Veatch Assignment of Servicemarks and Trademarks#page3.tif			

CH \$40.00 1796275

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 9th day of November, 2022, by **ECLYPTIC, INC.**, an Arizona corporation, d/b/a Veatch Ophthalmic Instruments (“*Assignor*”), and **LOMBART BROTHERS INC.**, a Virginia corporation (“*Assignee*”).

Recitals

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of November 9, 2022 (the “*Purchase Agreement*”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the “*Marks*”).

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

Signatures appear on following page

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

**ECLYPTIC, INC. d/b/a Veatch Ophthalmic
Instruments**

By 
Name: THOMAS D. VEATCH
Title: Director/CEO

Signature Page to Assignment of Servicemarks and Trademarks

**TRADEMARK
REEL: 008308 FRAME: 0457**

SCHEDULE A

Registered Servicemarks and Trademarks

Servicemark or Trademark	U.S. or Canadian Registration No.	Registration Date
ReSeeVit	US - 1796275	October 5, 1993

Unregistered Servicemarks and Trademarks

- Veatch Ophthalmic Instruments”

Pending Servicemark or Trademark Applications

Servicemark or Trademark	Application No.	Application Date
--------------------------	-----------------	------------------

Trade Names