

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDOP, INC.		12/31/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	CSC OPTIMAL HEALTH AG		
Street Address:	Rothusstrasse 5A		
City:	CH - 6331 Hunenberg		
State/Country:	SWITZERLAND		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3063641	MAXIVISION	
Registration Number:	2693962	MAXIFLEX	
Registration Number:	3352808	MAXITEARS	
Registration Number:	3318973	ELPPA	
Registration Number:	3946657	MEDOP INC	
Registration Number:	4210884	EYEVISION	
CORRESPONDENCE DATA			
Fax Number:	8133842817		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8132222021		
Email:	mmason@fowlerwhite.com		
Correspondent Name:	Monica Mason, Esq./Fowler White Boggs PA		
Address Line 1:	501 E. Kennedy Blvd.		
Address Line 2:	Suite 1700		
Address Line 4:	Tampa, FLORIDA 33602		

CH \$165.00 3063641

ATTORNEY DOCKET NUMBER:	MEDOP
DOMESTIC REPRESENTATIVE	
Name:	Monica B. Mason, Esq/Fowler White Boggs
Address Line 1:	501 E. Kennedy Blvd.
Address Line 2:	Suite 1700
Address Line 4:	Tampa, FLORIDA 33602
NAME OF SUBMITTER:	Monica B. Mason, Esq.
Signature:	/monica b. mason/
Date:	01/24/2013
Total Attachments: 8 source=Executed Assignment Agreement MEDOP#page1.tif source=Executed Assignment Agreement MEDOP#page2.tif source=Executed Assignment Agreement MEDOP#page3.tif source=Executed Assignment Agreement MEDOP#page4.tif source=Executed Assignment Agreement MEDOP#page5.tif source=Executed Assignment Agreement MEDOP#page6.tif source=Executed Assignment Agreement MEDOP#page7.tif source=Executed Assignment Agreement MEDOP#page8.tif	

ASSIGNMENT OF TRADEMARK AGREEMENT

This ASSIGNMENT OF TRADEMARK AGREEMENT ("Assignment" or "Agreement"), effective as of the 31st day of December, 2012 (the "Effective Date"), is entered into by and between MEDOP, INC., a Florida corporation, with its principal place of business located at 630 Brooker Creek Blvd., Suite 350, Oldsmar, Florida 34677 ("the Assignor", which expression shall include the Assignor's personal representatives and successors in title), and CSC OPTIMAL HEALTH AG, a corporation organized and existing under the laws of Switzerland, with its principal place of business located at the address listed below ("the Assignee") (hereinafter referred to collectively as "the Parties" or individually as "the Party").

WHEREAS, the Assignor represents that it is the lawful owner of all of the trademarks/service marks listed in Exhibit A, attached hereto and incorporated herein, (hereafter, collectively, "the Trademarks") and that it owns any and all rights in and to the Trademarks; and

WHEREAS, the Assignor represents that it is using the Trademarks in its business; and

WHEREAS, the Assignor represents that it has not abandoned the Trademarks; and

WHEREAS, the Assignor is the owner of federal registrations on the Principal Register of the United States Patent and Trademark Office ("USPTO") for the Trademarks, as listed in Exhibit A, attached hereto and incorporated herein (hereafter, collectively, "the Trademark Registrations"); and

WHEREAS, the Assignor represents that it has good right to sell and transfer its rights in and to the Trademarks and the Trademark Registrations to the Assignee, and is desirous of transferring such rights and related goodwill; and

WHEREAS, the Assignee is affiliated with MedOp Health, Inc., a Florida corporation, which is successor to the ongoing and existing business of the Assignor to which the Trademarks and the Trademark Registrations pertain and is desirous of acquiring the Trademarks and the Trademark Registrations and the related goodwill; and

WHEREAS, this Assignment Of Trademark Agreement is subject to and with the benefit of the "Asset Purchase Agreement" dated December 31, 2012, entered into by, between and among MedOp Health, Inc., R&K, LLC, Rodney Horton, Assignor, and Assignee .

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 The Assignor represents and warrants that:

1.1 The Assignor has no knowledge that the Trademarks violate or infringe any intellectual property, personal or property rights of others, including but not

limited to any existing trademark right, common law right, privacy right, or any other intellectual property right of any third party;

- 1.2 The Assignor has no knowledge of any threatened or pending claims regarding the Trademarks and the Trademark Registrations, including but not limited to any claims or threatened claims of infringement of any intellectual property rights, personal or property rights of others, common law right, or privacy rights of others, with the exception of Opposition proceeding no. 91207208, before the Trademark Trial & Appeal Board;
 - 1.3 The Assignor has not sold, assigned, licensed or encumbered any of the rights granted herein in any way, and the Assignor does not plan to sell, assign or license any of the rights granted herein, to any other person or entity; and
 - 1.4 The Assignor is the sole owner of any and all rights, title and interest in and to the Trademarks and the Trademark Registrations, including all intellectual property rights, and owns all rights granted hereunder free and clear of any liens or encumbrances.
- 2.0 The Assignor does hereby irrevocably sell, grant, convey, transfer, and assign unto the Assignee, its successors and assigns, all of the Assignor's rights, title and interest in the United States and the world, including without limitation, all federal, state, foreign, statutory and common law rights and all intellectual property rights and moral rights, in and to the Trademarks and the Trademark Registrations (and all extensions and renewals of any trademark application and registration resulting therefrom, and all extensions and renewals of the Trademark Registrations, and the right to apply for any of the foregoing), together with the goodwill of the business symbolized by the Trademarks and the Trademark Registrations and the portion of the business of the Assignor to which the Trademarks and the Trademark Registrations pertain. The Assignor further assigns to the Assignee the right to apply for trademark registration in the United States Patent and Trademark Office and throughout the world for the Trademarks and variations thereof (in addition to the above-listed Trademark Registrations) and all rights to renewals and extensions for any such trademark registrations.
- 3.0 The Assignor further assigns unto the Assignee all rights to causes of action and remedies related to the Trademarks and the Trademark Registrations (including without limitation the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the foregoing) and any and all other rights and interests arising out of, in connection with, or in relation to the Trademarks or the Trademark Registrations.
- 4.0 The Assignor assigns unto the Assignee all rights to and in respect of the Opposition proceeding no. 91207208 before the Trademark Trial & Appeal Board. Assignee acknowledges and agrees that Assignee shall be solely responsible for any legal fees and costs in connection with the Assignee's continuation of the Opposition incurred after

the Effective Date and the Assignor shall have no liability or responsibility for any such fees or costs.

- 5.0 It is specifically understood and agreed that the rights, title, and interest assigned to the Assignee herein include, but are not limited to, the right to use the Trademarks and the Trademark Registrations in any manner chosen by the Assignee.
- 6.0 The Assignor and the Assignee agree that this Agreement shall continue in perpetuity; the rights assigned to the Assignee are not limited in time or territory.
- 7.0 The Assignee, at its sole discretion, may grant permission to third parties to use all or part of the Trademarks and the Trademark Registrations.
- 8.0 The Assignor expressly agrees to promptly execute any other documents or take any other action as may be necessary to vest, secure, perfect, protect or enforce the rights and interest of the Assignee in and to the Trademarks and the Trademark Registrations, and to effectuate this Agreement.
- 9.0 The Assignor agrees not to oppose or otherwise challenge any future application filed by the Assignee to register the Trademarks or any variation thereof, or seek to cancel any registrations resulting therefrom. The Assignor further agrees that it shall not, directly or indirectly, oppose or otherwise challenge the Assignee's use or registration of the Trademarks.
- 10.0 The Assignor represents that it has voluntarily entered into this Agreement and understands that, from the date of this Agreement forward, the Trademarks and the Trademark Registrations, are owned, and will be owned, solely by the Assignee. The Assignor further represents that it understands that it shall not be entitled to any royalties or future payments of any kind arising from the Trademarks and the Trademark Registrations, or any derivative thereof.
- 11.0 Assignor expressly agrees to defend, indemnify and hold Assignee harmless from any claims alleging that the trademarks subject this assignment (the "Trademarks") infringe or otherwise violate the trademark of another, the Trademarks are defective, or the Trademarks were acquired by fraud, including any such claims arising in connection with or stemming from the Opposition proceeding no. 912107208 referenced above. The indemnification shall include attorney fees, costs, expert fees, damages and judgments. The terms and conditions set forth in Sections 7.3 and 7.4 of the Asset Purchase Agreement will apply with respect to claims for indemnification under this Agreement.
- 12.0 This Agreement serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written), relating generally to the same subject matter. This Agreement may be altered or modified only by a writing duly executed by both its signatories.

- 13.0 If either Party commences any action or proceeding against the other Party to enforce this Agreement or any of such Party's rights hereunder, the prevailing Party will be entitled to its reasonable expenses related to such action or proceeding, including reasonable attorneys' and expert fees.
- 14.0 No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.
- 15.0 If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.
- 16.0 This Assignment and its effect are subject to and shall be construed and enforced in accordance with the laws of the State of Florida without regard to the law of Florida regarding conflict of law. Each Party irrevocably agrees that any action, suit or proceeding brought concerning or relating to this Agreement shall only be brought in Hillsborough County, Florida or in the United States District Court for the Middle District of Florida, Tampa Division.
- 17.0 The Assignor and the Assignee represent that they have full corporate authority and the necessary corporate approval to enter into and to perform this Agreement in accordance with its terms, and they agree that the terms and provisions of this Agreement shall apply to all their affiliates, parents, subsidiaries, divisions, successors, and assigns.
- 18.0 The Assignor agrees that the Assignee may record this Assignment Of Trademark Agreement in any trademark office worldwide, where it will be open for public inspection.
- 19.0 This Agreement shall be executed in two (2) counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of the Assignor and the Assignee, do hereby execute this "Assignment Of Trademark Agreement" on this 31st day of December, 2012.

MEDOP, INC.,
a Florida corporation ("ASSIGNOR")

By: *Raymond O. Horton*
Name: *Raymond O. Horton*
Its: *President*

STATE OF FLORIDA
COUNTY OF *Pinellas*

The foregoing Assignment was acknowledged before me this *31* day of December, 2012, by *Raymond Horton*, who is *X* personally known to me or who has produced _____ as identification.

[Signature]
Notary Public (signature)

Notary Public (print or type)

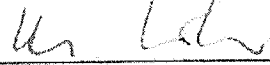
My commission expires: _____



[Signature page of Assignment of Trademark Agreement]

45127011v2

CSC OPTIMAL HEALTH AG,
a Swiss corporation ("ASSIGNEE")

By: 
Name: MARIO HOFER
Its: DIRECTOR I MB

Address: ROTHUSSSTRASSE 5A
CH-6581 HÜNENBERG
SWITZERLAND

STATE OF FLORIDA
COUNTY OF _____

The foregoing Assignment was acknowledged before me this ____ day of December, 2012, by _____, who is _____ personally known to me or who has produced _____ as identification.

Notary Public (signature)

Notary Public (print or type)

My commission expires: _____

[Signature page of Assignment of Trademark Agreement]

1512701152

LEGALISATION BY A NOTARY PUBLIC

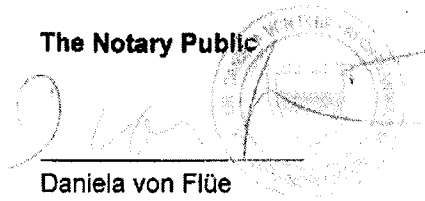
The undersigned Notary Public of the Canton of Zug/Switzerland, Daniela von Flüe, Bahnhofstrasse 10, CH-6301 Zug, herewith confirms that the signatures on the front page of

Mr. Mario Hofer, born on 12.01.1948, Swiss citizen of Aarburg/AG, living in CH-6344 Meierskappel, Kastanienweg 1

are genuine.

Zug, December 28, 2012

The Notary Public

A handwritten signature in cursive script is written over a horizontal line. To the right of the signature is a circular notary seal with a textured border and some illegible text inside.

Daniela von Flüe

EXHIBIT A – Trademarks and Trademark Registrations

Trademark	S.N. & File Date	Action & Date	Critical Date
<i>MaxiVision</i>	78/588,205 03-16-05	Registered 02-28-06 3,063,641	Section 8 & 9 Renewal due: 02/28/2016
<i>MaxiFlex</i>	76/216,606 11-20-01	Registered 03-04-03 2,693,962	Next Renewal due: 03/04/2023
<i>MaxiTears</i>	76/557,351 11-05-03	Registered 12-11-07 3,352,808	Section 8 & 15 Affidavit becomes due: 12/10/2012
<i>Elppa</i>	76/575,279 02-11-04	Registered 10-23-07 3,318,973	Section 8 & 9 Renewal due: 10/23/2017
<i>MedOp Inc</i>	77/750,697 06-30-09	Registered 04-19-11 3,946,157	Section 8 & 15 Affidavit becomes due: 04/19/2016
<i>Eyevision</i>	85/251,420 02-25-11	Registered 09/18/2012 4,210,884	Section 8 & 15 Affidavit becomes due: 09/18/2017