# OP \$115.00 3086123

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM482264

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AcuFocus, Inc.		04/05/2018	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	SightLife Surgical, Inc.		
Street Address:	1200 6th Avenue, Suite 300		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	Corporation: DELAWARE		

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3086123	
Registration Number:	3729283	KAMRA
Registration Number:	4189681	REJUVENATING EVERYDAY VISION
Registration Number:	4410370	THE INTRA-CORNEAL COMPANY

#### CORRESPONDENCE DATA

**Fax Number:** 9497609502

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:** 949-760-0404

**Email:** efiling@knobbe.com

Correspondent Name: Knobbe Martens Olson & Bear, LLP

Address Line 1: 2040 Main Street, 14th Floor Address Line 4: Irvine, CALIFORNIA 92614

NAME OF SUBMITTER:	Lori Lee Yamato
SIGNATURE:	/lori lee yamato/
DATE SIGNED:	07/17/2018

#### **Total Attachments: 7**

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#### TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of April 5, 2018 (the "Effective Date"), and is by and between AcuFocus, Inc., a Delaware corporation having a place of business at 32 Discovery, Suite 200, Irvine, California 92618 ("ASSIGNOR"), and SightLife Surgical, Inc., a Delaware corporation having a place of business at 1200 6th Avenue, Suite 300 Seattle, Washington 98101 ("ASSIGNEE").

For consideration of the promises made in, and pursuant to, that certain Asset Purchase Agreement dated April 5, 2018, by and between AcuFocus, Inc. and SightLife Surgical, Inc. and for other good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all rights, title, and interest in and to the marks set forth in Schedule A attached hereto and hereby incorporated by reference, together with any applications and registrations for the such marks, including those set forth in Schedule B attached hereto and hereby incorporated by reference ("Registrations") and other worldwide rights appurtenant thereto, including, but not limited to, all goodwill of the business associated with the use of or symbolized by the marks, common law rights, trade name rights, causes of action and the right to recover and all claims for damages for past and present infringement thereof (hereinafter collectively referred to as "Trademarks"), for ASSIGNEE's own use and enjoyment, and for the use and enjoyment of ASSIGNEE's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment had not been made. ASSIGNOR hereby waives and agrees not to enforce any rights of attribution and integrity and other moral rights ASSIGNOR may have in the Trademarks.

ASSIGNOR agrees to execute such documents, render such assistance, and take such other action at ASSIGNEE's expense as ASSIGNEE may reasonably request, to apply for, register, perfect, confirm, and protect ASSIGNEE's rights in the Trademarks, including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, and other documentation as may be reasonably required in connection with preparation and prosecution of any application for trademark protection relating to any of the Trademarks that ASSIGNEE may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign countries.

ASSIGNOR authorizes and requests the United States Commissioner of Patents and Trademarks and any other applicable government authority to record ASSIGNEE as the assignee and owner of the Trademarks, and issue any and all registrations thereon to ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of ASSIGNEE and its successors, assigns or other legal representatives.

This Assignment and all questions regarding its validity or interpretation, or the breach or performance of this Assignment, shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without reference to conflict of law principles. No amendment or modification of any provision of this Assignment shall be

effective unless in writing signed by a duly authorized representative of each party hereto. This Assignment will bind and inure to the benefit of ASSIGNOR and ASSIGNEE and their respective successors and assigns. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed to be effective as of the Effective Date.

By:

AcuFocus, Inc. (ASSIGNOR)

SightLife Surgical, Inc. (ASSIGNEE)

By:

Name: Alan Waterhouse

Title: President & Chief Executive

Officer

Name: Monty Montoya

Title: President & Chief Executive

Officer

SCHEDULE A - TRADEMARKS\*

\* Rights are limited to certain goods and services as listed in the relevant registration or with which the marks have been used.

REJUVENATING EVERYDAY VISION THE INTRA-CORNEAL COMPANY KAMRATARGET

# SCHEDULE B - REGISTRATIONS

# US Trademark Registrations:

MARK	REG. NO.	REG. DATE	INTL. CLASS
X	3086123	04/25/06	10
KAMRA	3729283	12/22/09	10
REJUVENATING EVERYDAY VISION	4189681	08/14/12	10
THE INTRA-CORNEAL COMPANY	4410370	10/01/13	10

# International Registrations

MARK	CTY	REG. NO.	REG. DATE	INTL. CLASS
×	EG, IL, NO, OM, RU, KR, SG, CH, TR, VN	1101215	11/14/2011	10
KAMRA	EG, NO, OM, RU, TR, VN	1084479	07/01/2011	10

# Other Registrations Outside the United States:

MARK	CTY	REG. NO.	REG. DATE	INTL. CLASS
×	AR	2554163	01/11/2013	10
X	AU	1103485	03/14/2006	10
X	BR	828272930	01/26/2010	10
X	CA	TMA766422	05/11/2010	10
X	CL	947876	04/05/2012	10
X	со	458233	08/17/2012	10

MARK	GIX	REG. NO.	REG. DATE	INTL CLASS
×	EP	3622966	01/21/2004	10
×	НК	301564786	08/31/2010	10
×	IN	2237956	11/04/2015	10
×	ID	IDM000423817	09/19/2014	10
×	JP	5023246	02/02/2007	10
X	LB	139285	12/01/2011	10
×	MY	2010004643	06/09/2011	10
X	MX	1281446	04/24/2012	10
×	NZ	821139	09/23/2010	10
X	PE	185153	02/29/2012	10
X	PH	42016506312	03/09/2017	10
X	SA	143213251	12/08/2013	10
X	TW	1527128	07/16/12	10
X	AE	165513	12/28/2016	10
X	VE	P-327530	05/19/2013	10
KAMRA	AR	2554164	01/11/2013	10

MARK	CTY	REG. NO.	REG. DATE	INTL. CLASS
KAMRA	AU	1270148	10/31/2008	10
KAMRA	BR	830103783	11/27/2012	10
KAMRA	CA	TMA804677	08/18/2011	10
KAMRA	CL.	947877	04/05/2012	10
KAMRA	CN	7037795	06/14/2010	10
KAMRA	CO	458234	08/17/2012	10
KAMRA	EP	7362841	10/31/2008	10
KAMRA	НК	301564795	08/31/2010	10
KAMRA	IN	02237955	11/22/2011	10
KAMRA	ID	IDM000423300	09/02/2015	10
KAMRA	JP	5242669	06/26/2009	10
KAMRA	JO	129417	06/09/2014	10
KAMRA	LB	136697	07/11/2011	10
KAMRA	МҮ	2010004642	10/12/2011	10
KAMRA	МХ	1281447	04/24/2012	10
KAMRA	NZ	798339	05/06/2008	10
KAMRA	PE	184681	02/10/2012	10
KAMRA	PH	4-2008-013447	07/08/2010	10
KAMRA	SG	T0815171A	11/03/2008	10
KAMRA	KR	40-0918131	05/03/2012	10
KAMRA	СН	627247	03/20/2012	10
KAMRA	TW	1527127	07/16/2012	10
KAMRA	AE	165514	12/28/2016	10
KAMRA	VE	324819	12/18/2012	10
KAMRATARGET	CN	10401593	03/14/13	10
KAMRA 开目乐	TW	1536298	09/16/2012	10

MARK	CTY	REG. NO.	REG. DATE	INTL. CLASS
开目乐	1.382	707170200	A1/32/2012	10
開目樂	HK	302138508	01/13/2012	10
开目乐	er en	T120007011	01/23/04/20	2.6
開目樂	SG	T1200570H	01/13/2012	10
开目乐	CN	10421192	12/07/2013	10
開目樂	TW	01596550	09/01/2013	10
THE INTRA- CORNEAL COMPANY	CA	TMA776726	09/10/2010	10

TRADEMARK REEL: 006383 FRAME: 0445

**RECORDED: 07/17/2018**