

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496400

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stephen A. Updegraff, M.D., P.A.		11/01/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Eye Health America, LLC		
Street Address:	Cira Centre, 2929 Arch Street		
Internal Address:	c/o LLR Partners		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5326891	UP VISION	
Registration Number:	5469152	UPVISION	
Registration Number:	4104224	UPDEGRAFF LASIK VISION	
Registration Number:	4104225	PRECISION LASIK	
Registration Number:	4338877	LASER GUY	
Registration Number:	4338876	LASIK GUY	
Registration Number:	4342018	UPDEGRAFF LASER VISION	
Registration Number:	4334789	SEE THE DIFFERENCE	
Registration Number:	5265895	A BETTER WAY TO SEE	
Registration Number:	4236908	UPDEGRAFF LASIK	
CORRESPONDENCE DATA			
Fax Number:	8046982179		
<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:	540-775-1675		
Email:	jhowell2@mcguirewoods.com, EDavenport@mcguirewoods.com		
Correspondent Name:	Emily S. Voorheis, McGuireWoods LLP		
Address Line 1:	800 East Canal Street, Gateway Plaza		

OP \$265.00 5326891

Address Line 4:	Richmond, VIRGINIA 23219
ATTORNEY DOCKET NUMBER:	2074888.0013
NAME OF SUBMITTER:	Emily S. Voorheis
SIGNATURE:	/Emily S. Voorheis/
DATE SIGNED:	11/01/2018
Total Attachments: 6 source=Active_109076020_1_EHA-Updegraff - IP Assignment Agreement (Executed)#page1.tif source=Active_109076020_1_EHA-Updegraff - IP Assignment Agreement (Executed)#page2.tif source=Active_109076020_1_EHA-Updegraff - IP Assignment Agreement (Executed)#page3.tif source=Active_109076020_1_EHA-Updegraff - IP Assignment Agreement (Executed)#page4.tif source=Active_109076020_1_EHA-Updegraff - IP Assignment Agreement (Executed)#page5.tif source=Active_109076020_1_EHA-Updegraff - IP Assignment Agreement (Executed)#page6.tif	

IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (“IP Assignment Agreement”) is executed as of November 1, 2018 (the “Closing Date”), between STEPHEN A. UPDEGRAFF, M.D., LLC, a Florida limited liability company, successor-by-conversion to STEPHEN A. UPDEGRAFF, M.D., P.A. (“Assignor”) and EYE HEALTH AMERICA, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Purchase and Contribution Agreement dated the date hereof, by and among Assignor, Assignee, and certain other parties thereto (the “Purchase Agreement”).

A. Pursuant to Section 1.1 of the Purchase Agreement, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor’s rights, title and interests in and to the Non-Clinical Assets, including, without limitation, the Acquired IP;

B. Simultaneously with the execution of this IP Assignment Agreement, Assignee and Assignor are also entering into a Bill of Sale, pursuant to which Assignor is selling, assigning, conveying, transferring and delivering to Assignee all of its rights, title and interests in and to the other Non-Clinical Assets, all as described therein; and

C. Pursuant to Section 2.3(r) of the Purchase Agreement, Assignor and Assignee have agreed to enter into this IP Assignment Agreement to be effective as of the Closing Date.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

Section 1 Assignment of Intellectual Property. Upon the terms set forth in the Purchase Agreement, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, free and clear of all Liens, other than Permitted Liens, all of Assignor’s rights, title and interests in and to all Acquired IP, together with the goodwill of the business connected with the use of, and symbolized by, the Acquired IP, including without limitation the Acquired IP set forth on Schedule A attached hereto, together with any pending applications or registrations therefor, the right to sue for any and all past infringements of such Acquired IP, and to receive any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto (“Assigned IP”).

Section 2 Further Assurances. Assignor hereby covenants and agrees that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Assignee, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to vest in Assignee good and indefeasible title to the Assigned IP, to otherwise establish the record of Assignee’s title thereto, or to more effectively consummate the assignments contemplated hereby, and (b) assist Assignee, at Assignee’s request (and at Assignee’s costs), in exercising any rights with respect thereto.

a. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all of the Assigned IP to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

b. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office or the offices in which any of the Assigned IP listed in Schedule A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor or its agents, affiliates or attorneys, Assignor shall execute such documents and deliver them to Assignee or its agents, attorneys or designees, as applicable.

Section 3 Successors and Assigns. The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and assigns.

Section 4 Third Party Beneficiaries. Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

Section 5 Choice of Law. This IP Assignment Agreement and the rights and obligations of the parties hereto shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

Section 6 Terms of the Purchase Agreement. Seller's representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement relating to the Acquired Assets, are incorporated herein by reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. To the extent any term or provision herein is inconsistent with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

Section 7 Counterparts. This IP Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of this IP Assignment Agreement by PDF, facsimile or other electronic imaging means shall be effective as an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

STEPHEN A. UPDEGRAFF, M.D., LLC

By: 

Name: Stephen A. Updegraff, M.D.

Title: Manager

ASSIGNEE:

EYE HEALTH AMERICA, LLC

By: _____

Name: Rodney Roeser

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

STEPHEN A. UPDEGRAFF, M.D., LLC

By: _____
Name: Stephen A. Updegraff, M.D.
Title: Manager

ASSIGNEE:


EYE HEALTH AMERICA, LLC

By: Rodney W. Roeser
Name: Rodney Roeser
Title: Chief Executive Officer

SCHEDULE A

ASSIGNED IP

1. Trademarks

<u>Serial No.</u>	<u>Registration No.</u>	<u>Trademark</u>
87259914	5326891	
87641687	5469152	UPVISION
85216723	4104224	UPDEGRAFF LASIK VISION
85216765	4104225	PRECISION LASIK
85805267	4338877	LASER GUY
85805148	4338876	LASIK GUY
85736758	4342018	UPDEGRAFF LASER VISION
85736721	4334789	SEE THE DIFFERENCE
87311309	5265895	A BETTER WAY TO SEE
85566821	4236908	UPDEGRAFF LASIK

2. Fictitious Names

<u>Fictitious Name</u>	<u>Registration No.</u>	<u>Jurisdiction</u>	<u>Status</u>
Updegraff Laser Vision	G13000024450	Florida	Expires 12/31/18
Updegraff Vision Laser and Surgery Center	G09000102416	Florida	Expires 12/31/19

3. Domain Names

<u>Domain Name</u>
www.Upegraffvision.com
www.lasik4me.com
www.upvision.com
http://tampabayeyesurgerycenter.com/