

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700325

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WOODHAMS EYE CLINIC, P.C.		12/23/2021	Professional Corporation: GEORGIA
WOODHAMS LASER & LENS IMPLANT CENTER, LLC		12/23/2021	Limited Liability Company: GEORGIA
REFRACTIVE SURGERY HOLDINGS, LLC		12/23/2021	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	PHYSICIAN DIRECTED PARTNERS, INC.		
Street Address:	188 Front Street, Suite 116-134		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37064		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6039946	WOODHAMS EYE CLINIC	
Registration Number:	6016345	WOODHAMS EYE CLINIC	
Registration Number:	6026575	WOODHAMS LASER & LENS IMPLANT CENTER	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7156.089		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		

OP \$90.00 6039946

DATE SIGNED:	01/06/2022
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment"), dated as of December 23, 2021 ("Effective Date"), is entered into by and between Woodhams Eye Clinic, P.C. ("Clinic"), Woodhams Laser & Lens Implant Center, LLC ("WLLIC"), Refractive Surgery Holdings, LLC ("RSH" and together with Clinic and WLLIC, "Assignors") and Physician Directed Partners, Inc., a Delaware corporation ("Assignee"). The Assignors and the Assignee are each referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Assignors are the exclusive owner of all right, title and interest in and to the trademark registrations as set forth on Schedule A (the "Assigned IP"); and

WHEREAS, Assignors have agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignors, all of each such Assignor's rights, title and interests in and to the Assigned IP.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Assignors hereby transfers and assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Assigned IP, free and clear of all Liens, including, without limitation, any and all intellectual property rights therein and with all of the goodwill associated therewith.

2. Assignors hereby covenant and agree that it shall, at any time after the Effective 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) Assignors authorize and request the Commissioner of Patents and Trademarks of the United States ("USPTO") and all 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.

3. This Assignment may be executed in two or more counterparts and may be delivered by facsimile, .pdf or other electronic submission, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to rules governing the conflict of laws.

5. This Assignment shall be binding upon and inure to the benefit of Assignee and each Assignor and their respective successors and permitted assigns. This Assignment may not otherwise be assigned by any party hereto without the prior written consent of the other party hereto except. Further, nothing set forth herein shall be deemed to constitute any person or entity as a third party beneficiary of this Assignment.

6. This Assignment may not be amended or modified except by an instrument in writing signed by Assignee and Assignors.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the Effective Date.

ASSIGNORS:

WOODHAMS EYE CLINIC, P.C.

By: J. Trevor Woodham
Name:
Title:

WOODHAMS LASER & LENS IMPLANT CENTER, LLC

By: J. Trevor Woodham
Name:
Title:

REFRACTIVE SURGERY HOLDINGS, LLC

By: J. Trevor Woodham
Name:
Title:

ASSIGNEE:

PHYSICIAN DIRECTED PARTNERS, INC.

By: _____
Name:
Title:

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the Effective Date.

ASSIGNORS:

WOODHAMS EYE CLINIC, P.C.

By: _____
Name: J. Trevor Woodhams, M.D.
Title: President

WOODHAMS LASER & LENS IMPLANT CENTER, LLC

By: _____
Name: J. Trevor Woodhams, M.D.
Title: President

REFRACTIVE SURGERY HOLDINGS, LLC

By: _____
Name: J. Trevor Woodhams, M.D.
Title: President

ASSIGNEE:

PHYSICIAN DIRECTED PARTNERS, INC.

By: _____
Name: James Pereyra
Title: Chief Executive Officer

DocuSigned by:
James Pereyra
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[Signature Page to Trademark Assignment Agreement]

Schedule A

Assigned IP

U.S. Federal Trademarks

OWNER INFORMATION	MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
Woodhams Eye Clinic, P.C.	WOODHAMS EYE CLINIC	88216506	Registered	6039946	4/28/20
Woodhams Eye Clinic, P.C.	WOODHAMS EYE CLINIC	88216442	Registered	6016345	3/24/20
Woodhams Laser & Lens Implant Center, LLC	WOODHAMS LASER & LENS IMPLANT CENTER	88216450	Registered	6026575	4/7/20

*J. Trevor Woodhams MD
1-5-22*

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