

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Good Looks Eyewear, Inc.		11/03/2021	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	SCP Eye Care Services, LLC		
Street Address:	5775 Glenridge Drive		
Internal Address:	Building B, Suite 500		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5975728	GOOD LOOKS EYEWEAR	
Registration Number:	5971606	GOOD LOOKS EYEWEAR	
Registration Number:	5949727	LIVE LOUD. LOOK GOOD.	
Registration Number:	5949731	LIVE LOUD. LOOK GOOD.	
CORRESPONDENCE DATA			
Fax Number:			
<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:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Laura M. Franco, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/ mp		
DATE SIGNED:	08/08/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into effective as of November 3, 2021 (the "Effective Date") by and between Good Looks Eyewear, Inc., a Pennsylvania corporation ("Assignor"), and SCP Eye Care Services, LLC, a Delaware limited liability company ("Assignee").

A. Assignor is the owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto; and

B. Assignee wishes to purchase, and Assignor is willing to sell, assign, convey and transfer to Assignee, all right, title and interest in and to each such trademark, trademark application and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks"), on the following terms and conditions.

NOW THEREFORE, in consideration of payment of One United States Dollar (US \$1.00) and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to: (a) the Marks, all goodwill associated with any of the Marks, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright and domain name rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and (b) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Marks prior to, on, or after the date of this Assignment, together with the right to sue, prosecute and collect damages for such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its 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.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor will promptly execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment. The cost of recording and

registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.

4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Delaware, without regard to its conflicts of law principles.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

ASSIGNOR:

GOOD LOOKS EYEWEAR, INC.

By:  _____

Name: William C. Christie, M.D.
Title: President

ASSIGNEE:

SCP EYE CARE SERVICES, LLC

By: _____

Name: Justin Ishbia
Title: Chairman and President

[Signature Page to Trademark Assignment]

TRADEMARK
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IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

ASSIGNOR:

GOOD LOOKS EYEWEAR, INC.

By: _____

Name: William C. Christie
Title: President

ASSIGNEE:

SCP EYE CARE SERVICES, LLC

By: _____

Name: Justin Ishbia
Title: Chairman and President

[Signature Page to Trademark Assignment]

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EXHIBIT A

MARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
GOOD LOOKS EYEWEAR	88476401	6/17/19	5975728	2/4/20	Registered
GOOD LOOKS EYEWEAR and Design	88476369	6/17/19	5971606	1/28/20	Registered
LIVE LOUD. LOOK GOOD.	88476380	6/17/19	5949727	12/31/19	Registered
LIVE LOUD. LOOK GOOD. and Design	88476393	6/17/19	5949731	12/31/19	Registered