

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Florida Ophthalmic Affiliates, P.A.		01/24/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Ascend Florida Management, LLC		
Street Address:	555 WINDERLEY PL.		
Internal Address:	STE. 400		
City:	Maitland		
State/Country:	FLORIDA		
Postal Code:	32751		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4458369	MILLS EYE + FACIAL SURGERY	
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>			
Email:	christopher.jamison@katten.com		
Correspondent Name:	Sean S. Wooden		
Address Line 1:	2900 K Street NW		
Address Line 2:	North Tower - Suite 200		
Address Line 4:	Washington, D.C. 20007		
NAME OF SUBMITTER:	Sean S. Wooden		
SIGNATURE:	/SSW/		
DATE SIGNED:	02/13/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into and made effective as of January 24, 2023, by and between Florida Ophthalmic Affiliates, P.A., a Florida corporation ("Assignor") and Ascend Florida Management, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignee is desirous of obtaining clear title to certain assets from Assignor, including all rights, title, and interest, including all trademark rights and goodwill in the trademark listed on the attached Schedule A (the "Trademark");

WHEREAS, Assignor owns all right, title and interest in and to the Trademark;

WHEREAS, Assignor desires to transfer, assign and convey to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the Trademark on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration as set forth in the Asset Purchase and Contribution Agreement, dated as of January 24, 2023 and by and among Magruder Eye Institute, PLLC, a Florida professional limited liability company, Assignor, Assignee, and David M. Mills, M.D., an individual, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor did and hereby does assign, convey and transfer to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest in and to the Trademark throughout the world, including all applications, registrations, renewals and/or extensions thereof, any and all works based upon, derived from, or incorporating the Trademark, any and all income, royalties, and payments now or hereafter due or payable with respect to the Trademark, as well as all claims and causes of action against third parties for any and all past infringements of the rights being assigned; any and all rights of reproduction, distribution, display and the right to create derivative works based upon the Trademark.

2. Further Assurances. Assignor hereby agrees to execute, or cause to be executed, upon the reasonable request of Assignee, such additional instruments, documents, declarations, consents and papers and to perform such other proper acts as Assignee may deem reasonably necessary to continue, secure, defend and register the Trademark, and to otherwise give full effect to and to perfect the rights of Assignee under this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Trademark with the United States Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate registrar.

3. Governing Law. This Assignment shall be construed in accordance with, and governed by, the laws of the State of Delaware as applied to contracts made and to be performed entirely in the State of Florida without regard to principles of conflicts of law.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one

and the same instrument. Delivery of a facsimile or other electronic version of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.

5. Notices. All notices and other communications hereunder shall be in writing.

6. Binding Effect; Assignment. This Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors and permitted assigns.

7. Section Titles. The titles of the sections of this Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Assignment itself.

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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed in its name by its duly authorized representative as of the date first set forth above.

Florida Ophthalmic Affiliates, P.A.


David M. Mills

By: _____
Name: David M. Mills, M.D.
Title: President / Owner

[Signature Page To Trademark Assignment]

TRADEMARK
REEL: 007978 FRAME: 0468

SCHEDULE A

Mark	Jurisdiction	Application No./Date	Registration No./Date	Current Owner/Applicant
 MILLS EYE + FACIAL SURGERY MILLS EYE + FACIAL SURGERY	USPTO	85921253 5/2/2013	4458369 12/31/2013	Florida Ophthalmic Affiliates, P.A.