

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857345

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ophtho Questions LLC		12/09/2021	Limited Liability Company: HAWAII
WOB LLC		12/09/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PDH Ophtho, LLC		
Street Address:	PO Box 449		
City:	Pewaukee		
State/Country:	WISCONSIN		
Postal Code:	53072		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5474763	OPHTHOQUESTIONS	
Registration Number:	5490725	OPHTHOQUESTIONS FOCUS YOUR KNOWLEDGE	
CORRESPONDENCE DATA			
Fax Number:	3179575011		
<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:	3173992811		
Email:	tm-dept@quarles.com		
Correspondent Name:	Joel E. Tragesser		
Address Line 1:	135 N. Pennsylvania St., Suite 2400		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Joel E. Tragesser		
SIGNATURE:	/Joel E. Tragesser/		
DATE SIGNED:	11/30/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “*Assignment*”) is made and entered into as of December 9, 2021, by and among Ophtho Questions LLC, a Hawaiian limited liability company and WOB LLC, a Delaware limited liability company (each an “*Assignor*,” and collectively “*Assignors*”) and PDH Ophtho, LLC, a Delaware limited liability company (“*Assignee*”).

RECITALS

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement as of even date herewith (the “*Asset Purchase Agreement*”);

WHEREAS, Assignors own the “*Transferred IP Assets*” (as defined in the Asset Purchase Agreement), which includes, without limitation, the trademarks listed on Exhibit A attached hereto; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors wish to assign to Assignee and Assignee wishes to acquire from Assignors, the Transferred IP Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the definitions given to such terms in the Asset Purchase Agreement.

2. Assignment. Assignors hereby sell, assign, transfer, convey, and deliver to Assignee all of Assignors’ right, title and interest in and to the Transferred IP Assets, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all common law rights and rights of registration and renewal thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, including the right to claim priority, and any and all letters patent of foreign countries which may be or have been issued on the inventions disclosed in any patent, all divisions, reissues and continuations thereof, all inventions disclosed therein, and including that portion of the goodwill of the business symbolized by the trademarks included in the Transferred IP Assets, throughout the world, and together with the right to collect any and all income royalties or payments due or payable as of the Closing or thereafter with respect to the Transferred IP Assets, with the right to sue for and collect the same and the right to recover for damages and profits for any past, present, or future infringements of the Transferred IP Assets, 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 Assignors if this Assignment had not been made.

3. Recordation. Assignors hereby request that the Commissioner for Trademarks, and the corresponding entities or agencies in any applicable foreign countries, record Assignee as the assignee and owner of the trademarks set forth on Exhibit A and comprising part of the Transferred IP Assets.

4. **Effectiveness.** This Assignment shall become effective upon the Closing.
5. **Further Assurances.** Assignors shall, at Assignee's sole expense, take such further actions, and provide to Assignee, Assignee's successors, assigns and other legal representatives, such lawful cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.
6. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
7. **Terms of the Asset Purchase Agreement.** The Parties acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Transferred IP Assets. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
8. **Governing Law.** All notices, requests, demands, claims, and other communications hereunder will be made in accordance with the Asset Purchase Agreement. The governing law and dispute resolution provisions set forth in the Asset Purchase Agreement are incorporated herein by reference.
9. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement as of the date first set forth above.

ASSIGNEE

PDH OPHTHO, LLC

By: Mark Newcomer
Name: Mark Newcomer
Title: President

ASSIGNOR

OPHTHO QUESTIONS LLC

By: _____
Name:
Title:

ASSIGNOR

WOB LLC

By: _____
Name:
Title:

[Signature Page to IP Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement as of the date first set forth above.

ASSIGNEE

PDH OPHTHO, LLC

By: PDH Learning LLC

Its Sole Member

By: _____
Name:
Title:

ASSIGNOR

OPHTHO QUESTIONS LLC

By: Gus Stern
Name: Gus Stern
Title: partner/member

ASSIGNOR

WOB LLC

By: Gus Stern
Name: Gus Stern
Title: partner/member

[Signature Page to IP Assignment and Assumption Agreement]

Exhibit A

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
OPHTHOQUESTIONS FOCUS YOUR KNOWLEDGE	U.S.	549075	June 12, 2018
OPHTHOQUESTIONS	U.S	5474763	May 22, 2018

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