

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304818

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ANEW OPTICS, INC.		05/06/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANEW IOL TECHNOLOGIES, INC.		
<b>Street Address:</b>	760 VOLUNTEER PARKWAY		
<b>City:</b>	BRISTOL		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37620		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4439556	ZEPHYR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8885707381		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	202-570-7380		
<b>Email:</b>	mail@remenicklaw.com		
<b>Correspondent Name:</b>	REMENICK PLLC		
<b>Address Line 1:</b>	1025 THOMAS JEFFERSON ST. NW		
<b>Address Line 2:</b>	STE. 175		
<b>Address Line 4:</b>	WASHINGTON, DISTRICT OF COLUMBIA 20007		
<b>ATTORNEY DOCKET NUMBER:</b>	8980.018.USTM		
<b>NAME OF SUBMITTER:</b>	Michelle Safro Smith		
<b>SIGNATURE:</b>	/Michelle Safro Smith/		
<b>DATE SIGNED:</b>	05/16/2014		
<b>Total Attachments: 3</b>			
source=Assignment_signed#page1.tif			
source=Assignment_signed#page2.tif			
source=Assignment_signed#page3.tif			

OP \$40.00 4439556

## TRADEMARK ASSIGNMENT

**This Trademark Assignment** ("Assignment") is made effective as of May 6<sup>th</sup>, 2014, from Anew Optics, Inc., a Delaware corporation with an address at 760 Volunteer Parkway, Bristol, TN 37620 ("ASSIGNOR"), to Anew IOL Technologies, Inc., a Delaware corporation with an address at 760 Volunteer Parkway, Bristol, TN 37620, ("ASSIGNEE"):

**WHEREAS**, ASSIGNOR is the owner of all right, title and interest in and to the Trademarks in the United States and throughout the world, including the corresponding United States registrations set forth below, together with the goodwill of the business connected with and symbolized by the Trademarks (hereinafter "the Marks") in the United States and throughout the world:

**Mark: ZEPHYR**  
**Reg. No. 4,439,556**  
**Registered: November 26, 2013**  
**Application No. 85/895,152**  
**Filed: April 4, 2013**

**WHEREAS**, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Mark in the United States and throughout the world including the corresponding registration in the United States and all good-will associated with the registration and the Mark throughout the world; and

**WHEREAS**, ASSIGNEE desires to acquire all worldwide right, title and interest in and to the Mark and registrations including all good-will associated therewith;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest throughout the world of whatever kind in any jurisdiction in and to the Mark, together with (1) the goodwill of the business relating to the goods with which the Mark is used and if applicable, for which it is registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present and future infringements or misappropriations of the Mark, the same to be held and enjoyed by ASSIGNEE as fully and entirely as said interest could have been held and enjoyed by ASSIGNOR had this sale, assignment, transfer and conveyance not been made.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Mark.

ASSIGNOR authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or

applications for registration set forth above to ASSIGNEE as assignee of ASSIGNOR'S entire right, title and interest therein. ASSIGNOR agrees to further execute any documents reasonably necessary to effect this assignment or to confirm ASSIGNEE's ownership of the Mark.

This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

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

**ASSIGNOR: ANEW OPTICS, INC.**

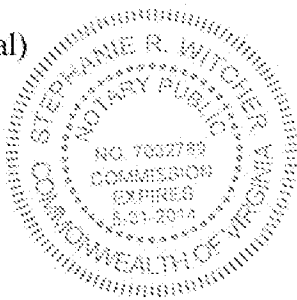
By: *Anna S. Hayes*  
Name: Anna S. Hayes  
Title: President and CEO

Date: May 6, 2014

City of Bristol )  
County of Bristol ) ss:  
State of VA )

On this 6<sup>th</sup> day of May 2014, before me a notary public in and for the county and state aforesaid, personally appeared Anna S. Hayes, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

(seal)



*Stephanie R. Witcher*  
Notary Public  
my commission expires 5-31-14

