

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM426445

|   |                                    |                       |                                     |
|---|------------------------------------|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                     |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                  |                       |                                     |
| <b>CONVEYING PARTY DATA</b>   |                                    |                       |                                     |
| <b>Name</b>   | <b>Formerly</b>                    | <b>Execution Date</b> | <b>Entity Type</b>                  |
| Vital Art and Science, LLC  |                                    | 04/21/2017            | Limited Liability Company:<br>TEXAS |
| <b>RECEIVING PARTY DATA</b>   |                                    |                       |                                     |
| <b>Name:</b>  | Montgomery Capital Partners II, LP |                       |                                     |
| <b>Street Address:</b>  | 2500 Dallas Parkway                |                       |                                     |
| <b>Internal Address:</b>  | Suite 300                          |                       |                                     |
| <b>City:</b>  | Plano                              |                       |                                     |
| <b>State/Country:</b>   | TEXAS                              |                       |                                     |
| <b>Postal Code:</b>   | 75093                              |                       |                                     |
| <b>Entity Type:</b>   | Limited Partnership: TEXAS         |                       |                                     |
| <b>PROPERTY NUMBERS Total: 3</b>  |                                    |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                      | <b>Word Mark</b>      |                                     |
| <b>Serial Number:</b>   | 85684299                           | MYVISIONTRACK         |                                     |
| <b>Serial Number:</b>   | 86353472                           | MVT                   |                                     |
| <b>Registration Number:</b>   | 4805761                            | HOME VISION MONITOR   |                                     |
| <b>CORRESPONDENCE DATA</b>  |                                    |                       |                                     |
| <b>Fax Number:</b>  |                                    |                       |                                     |
| <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> |                                    |                       |                                     |
| <b>Phone:</b>   | 214-740-4028                       |                       |                                     |
| <b>Email:</b>   | summer.allen@wickphillips.com      |                       |                                     |
| <b>Correspondent Name:</b>  | Summer Allen                       |                       |                                     |
| <b>Address Line 1:</b>  | 3131 McKinney Avenue               |                       |                                     |
| <b>Address Line 2:</b>  | Suite 100                          |                       |                                     |
| <b>Address Line 4:</b>  | Dallas, TEXAS 75204                |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | Summer Allen                       |                       |                                     |
| <b>SIGNATURE:</b>   | /Summer Allen/                     |                       |                                     |
| <b>DATE SIGNED:</b>   | 05/05/2017                         |                       |                                     |
| <b>Total Attachments: 4</b>   |                                    |                       |                                     |
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source=DOCS-#185051-v1-EXECUTED\_-\_IP\_Security\_Agreement\_-\_MCP\_Vital\_Art\_and\_Science\_-\_4-21-17#page3.tif  
source=DOCS-#185051-v1-EXECUTED\_-\_IP\_Security\_Agreement\_-\_MCP\_Vital\_Art\_and\_Science\_-\_4-21-17#page4.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”), dated as of April 21, 2017, is executed by Vital Art and Science, LLC, a Texas limited liability company (together with its permitted successors and assigns, the “Company”), in favor of Montgomery Capital Partners II, LP, a Texas limited partnership (the “Secured Party”).

### Recitals

A. Reference is made to the Security Agreement, dated as of the date hereof (as amended, restated modified or otherwise supplemented from time to time, the “Security Agreement”), executed by the Company, along with certain of its affiliates, in favor of the Secured Party; and

B. The Company owns the registered patents and trademarks and applications therefor more particularly described on Schedules A and B, respectively, annexed hereto as part hereof (collectively, the “Intellectual Property”).

### Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby further grant to Secured Party a security interest in the Intellectual Property to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement.

1. The Company hereby represents that Schedules A and B hereto contain a complete list, as of the date hereof, of registrations or applications for registration of patents and trademarks in or to which the Company has any right, title, interest, claim or demand. After the date hereof, the Company shall provide the Secured Party with prompt written notice of any addition or change to Schedule A or B necessary to maintain the completeness or accuracy of such schedule. The Company shall execute any amendments, supplements or restatements of this Agreement as the Secured Party may reasonably request in order to perfect or maintain the Secured Party’s lien in the Intellectual Property.

2. The Company hereby grants to the Secured Party a security interest to secure the prompt payment, performance and observance of the Obligations, in all right, title and interest of the Company in and to all Intellectual Property, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Promissory Note, dated as of the date hereof, executed by the Company in favor of the Secured Party.

3. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property granted hereby are more fully set forth in the Security Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed as of the day and year first written above.

**VITAL ART AND SCIENCE, LLC**

By: Michael B. Bartlett  
Name: Michael B. Bartlett  
Title: President

{Intellectual Property Security Agreement}

**TRADEMARK**  
**REEL: 006053 FRAME: 0400**

SCHEDULE A

**PATENTS AND PATENT APPLICATIONS**

| <b>Application No.</b> | <b>Patent No.</b> | <b>Title</b>   | <b>Status</b> | <b>Filed</b> | <b>Issued</b> |
|------------------------|-------------------|--|---------------|--------------|---------------|
| 14203080               | 9186293           | VISION MEASUREMENT AND TRAINING SYSTEM AND METHOD OF OPERATION THEREOF | Issued        | 3/10/2014    | 11/17/2015    |
| 11679564               | 8668334           | VISION MEASUREMENT AND TRAINING SYSTEM AND METHOD OF OPERATION THEREOF | Issued        | 2/27/2007    | 3/11/2014     |
| 14928129               |                   | VISION MEASUREMENT AND TRAINING SYSTEM AND METHOD OF OPERATION THEREOF | Pending       | 10/30/2015   |               |
| 12434279               | 8066376           | DYNAMIC SHAPE DISCRIMINATION VISION TEST                               | Issued        | 5/1/2009     | 11/29/2011    |
| 13319305               | 9155461           | SHAPE DISCRIMINATION VISION ASSESSMENT AND TRACKING SYSTEM             | Issued        | 11/7/2011    | 10/13/2015    |
| 15403656               |                   | SHAPE DISCRIMINATION VISION ASSESSMENT AND TRACKING SYSTEM             | Pending       | 01/11/2017   |               |
| 14849682               |                   | SHAPE DISCRIMINATION VISION ASSESSMENT AND TRACKING SYSTEM             | Pending       | 9/10/2015    |               |
| 14690100               | 9498118           | HANDHELD VISION TESTER AND CALIBRATION THEREOF                         | Issued        | 4/17/2015    | 11/22/2016    |
| 14690110               | 9345401           | HANDHELD VISION TESTER AND CALIBRATION THEREOF                         | Issued        | 4/17/2015    | 5/24/2016     |
| 13319317               | 9033508           | HANDHELD VISION TESTER AND CALIBRATION THEREOF                         | Issued        | 5/7/2010     | 5/19/2015     |
| 14785807               | 9629538           | CONTOUR INTEGRATION PERIMETRY VISION TEST                              | Issued        | 10/20/2015   | 4/25/2017     |

SCHEDULE B

**TRADEMARKS**

| <b>Mark</b>          | <b>Application No.</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Status</b>  |
|----------------------|------------------------|-----------------|------------------|----------------|
| MYVISIONTRACK®       | US 85684299            | 4475788         | 1/29/2014        | Issued, Active |
| mVT®                 | US 86353472            | 4749662         | 6/02/2015        | Issued, Active |
| Home Vision Monitor® | US 86567654            | 4805761         | 9/1/2015         | Issued, Active |