

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM510315

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Marco Ophthalmic, Inc.		02/15/2019	Corporation:

**RECEIVING PARTY DATA**

<b>Name:</b>	Lombart Brothers, Inc., c/o Atlantic Street Capital Management, L.L.C.
<b>Street Address:</b>	281 Tresser Blvd., Suite 601
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	Corporation: VIRGINIA

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	4589015	PREVIEW
Registration Number:	4150890	CENTRICORE
Serial Number:	87897849	EPIC
Serial Number:	87899664	ION IMAGING
Serial Number:	87897876	M
Serial Number:	87899646	M
Serial Number:	75304463	M MARCO
Serial Number:	87897897	M MARCO IDOC
Serial Number:	87853615	MARCO
Serial Number:	87899709	OPD-SCAN
Serial Number:	77783775	THE DIFFERENCE IS MARCO
Serial Number:	87900079	THE LEADER IN VISION DIAGNOSTICS
Serial Number:	87936973	ULTRA M
Serial Number:	87899679	XFRACTION
Serial Number:	85648844	XFRACTION

**CORRESPONDENCE DATA**

Fax Number: 2127158100

*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.*

CH \$390.00 4589015

**Phone:** 212-715-9100  
**Email:** kltrademark@kramerlevin.com  
**Correspondent Name:** Kramer Levin Naftalis & Frankel LLP  
**Address Line 1:** 1177 Avenue of the Americas  
**Address Line 4:** New York, NEW YORK 10036

**NAME OF SUBMITTER:** Diane Torniali

**SIGNATURE:** /Diane Torniali/

**DATE SIGNED:** 02/15/2019

**Total Attachments: 8**

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## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is made as of February 15, 2019, by and between Marco Ophthalmic, Inc., a Florida corporation ("Assignor"), and Lombart Brothers, Inc., a Virginia corporation ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Contribution and Purchase Agreement, dated as of December 31, 2018 (as such agreement may have been, or may from time to time be, amended, supplemented or otherwise modified, the "Asset Purchase Agreement"), by and among Assignor, Assignee and the other parties thereto.

**WHEREAS**, Assignor is the owner of all right, title and interest in, to and under the trademarks set forth on Schedule A attached hereto (the "Trademarks"), together with the goodwill of the Business connected with and symbolized by the Trademarks.

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor all of Assignors' right, title and interest in and to the Trademarks, together with the goodwill of the Business connected with and symbolized by the Trademarks.

**NOW, THEREFORE**, in consideration of the foregoing and in consideration of the mutual agreements, provisions and covenants contained herein and in the Asset Purchase Agreement, Assignor and Assignee agree as follows:

1. **Undefined Terms**. All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

2. **Assignment**: Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all right, title and interest in, to and under the Trademarks in the United States and throughout the world, together with the goodwill of the Business connected with and symbolized by the Trademarks and with which the Trademarks are used, including, without limitation, all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, all rights to petition, sue or otherwise seek and recover damages, profits and any other remedy for any past, present or future infringements, misappropriations or other violation of the Trademarks, and any priority right that may arise from the Trademarks, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns as fully and entirely as said right, title and interest could have been held and enjoyed by Assignor had this sale, assignment, transfer, conveyance and deliverance not been made.

3. **Recording**. This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office (the "PTO") or other governing authority, and the parties hereby authorize the PTO or other such governing authority to record this Agreement.

4. **Further Assurances.** At and from time to time following the Closing, Assignor shall take such actions as required by Section 7 (*Covenants*) of the Asset Purchase Agreement in regard to this Agreement.

5. **Asset Purchase Agreement.** This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Asset Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

6. **Counterparts; Facsimile Signatures.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Each counterpart may be delivered by facsimile transmission or electronic transmission in portable document format, or retransmission of the same, which transmission or retransmission shall be deemed to be delivery of an originally executed document.

7. **Governing Law.** This Agreement shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal Laws of the State of Florida.

**[Remainder of page left blank intentionally. Signature page follows.]**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

MARCO OPHTHALMIC, INC.

By: 

Name: David Marro

Title: CEO

ASSIGNEE:

LOMBART BROTHERS, INC.

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

**ASSIGNOR:**

MARCO OPHTHALMIC, INC.

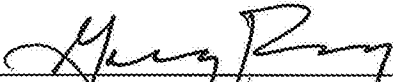
By: \_\_\_\_\_

Name:

Title:

**ASSIGNEE:**

LOMBART BROTHERS, INC.

By:  \_\_\_\_\_

Name: George Parry


Title: Vice President

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 006575 FRAME: 0855**











**Exhibit A**

**Trademarks:** The two registered U.S. trademarks below as well as the additional trademarks identified in the attached trademark report.

Jurisdiction	Mark	Image	Registration Number	Owner of Record	Status
U.S.	PREVIEW		4589015	Marco Ophthalmic, Inc.	Live
U.S.	CENTRICORE	CENTRICORE	4150890	Marco Ophthalmic, Inc.	Live

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Docket No.	Country	Status	App. No.	Application Date	Reg. No.	Registration Date	Trademark	International Classes	Goods	Trademark Image
042362-0118	United States of America	Registered	87/897849	4/27/2018	5607183	11/13/2018	EPIC	10	CLASS 10: Ophthalmic diagnostic workstation with integrated equipment, namely, autorefractors, corneal analyzers, auto lensmeters, digital refractors and LCD acuity chart.	
042362-0128	Australia	Pending	8353	10/22/2018			ION IMAGING & Design	10	CLASS 10: Digital cameras, namely, integrated digital cameras attachable to ophthalmic slit lamps for capturing still and video streaming images of the eyes of patients by eye care professionals.	
042362-0134	Canada	Pending	1926636	10/23/2018			ION IMAGING & Design	10	CLASS 10: Digital cameras, namely, integrated digital cameras attachable to ophthalmic slit lamps for capturing still and video streaming images of the eyes of patients by eye care professionals.	
042362-0128	European Union	Pending	8353	10/22/2018			ION IMAGING & Design	10	CLASS 10: Digital cameras, namely, integrated digital cameras attachable to ophthalmic slit lamps for capturing still and video streaming images of the eyes of patients by eye care professionals.	
042362-0130	Israel	Pending	8353	10/22/2018			ION IMAGING & Design	10	CLASS 10: Digital cameras, namely, integrated digital cameras attachable to ophthalmic slit lamps for capturing still and video streaming images of the eyes of patients by eye care professionals.	
042362-0131	Japan	Pending	8353	10/22/2018			ION IMAGING & Design	10	CLASS 10: Digital cameras, namely, integrated digital cameras attachable to ophthalmic slit lamps for capturing still and video streaming images of the eyes of patients by eye care professionals.	
042362-0127	Madrid Protocol	Pending	8353	10/22/2018			ION IMAGING & Design	10	CLASS 10: Digital cameras, namely, integrated digital cameras attachable to ophthalmic slit lamps for capturing still and video streaming images of the eyes of patients by eye care professionals.	
042362-0132	Mexico	Pending	8353	10/22/2018			ION IMAGING & Design	10	CLASS 10: Digital cameras, namely, integrated digital cameras attachable to ophthalmic slit lamps for capturing still and video streaming images of the eyes of patients by eye care professionals.	
042362-0133	Switzerland	Pending	8353	10/22/2018			ION IMAGING & Design	10	CLASS 10: Digital cameras, namely, integrated digital cameras attachable to ophthalmic slit lamps for capturing still and video streaming images of the eyes of patients by eye care professionals.	
042362-0123	United States of America	Registered	87/899664	4/30/2018	5617370	11/27/2018	ION IMAGING & Design	10	CLASS 10: Digital cameras, namely, integrated digital cameras attachable to ophthalmic slit lamps for capturing still and video streaming images of the eyes of patients by eye care professionals.	
042362-0118	United States of America	Published for Opposition on 10/16/2018	87/887876	4/27/2018			M Design (B&W)	H32 10	CLASS 10: Ophthalmic diagnostic equipment, namely, exam chairs, instrument stands, instrument tables, trial frames and lens sets, slit lamp microscopes, eye testing chart projectors, refractors, lensmeters, auto keratometers, non-contact tonometers, wavefront aberrometer, auto refractors, corneal topographer, auto lensmeters, integrated digital cameras, and retinal imaging devices; medical ophthalmic instruments and apparatus, namely, Ophthalmic diagnostic equipment, namely, exam chairs, instrument stands, instrument tables, trial frames and lens sets, slit lamp microscopes, eye testing chart projectors, refractors, lensmeters, auto keratometers, non-contact tonometers, wavefront aberrometer, auto refractors, corneal topographer, auto lensmeters, integrated digital cameras, and retinal imaging devices.	

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042362-0122	United States of America	Office Action Issued - Response Due 1/17/2019	87/899646	4/30/2018			M Design (Green & White)	10	CLASS 10: Ophthalmic diagnostic equipment, namely, exam chairs, instrument stands, instrument tables, trial frames and lens sets, slit lamp microscopes, eye testing chart projectors, refractors, lensmeters, auto keratometers, non-contact tonometers, wavefront aberrometer, auto refractors, corneal topographer, auto lensmeters, integrated digital cameras, and retinal imaging devices.	
042362-0115	United States of America	Registered	75/304463	6/6/1997	2169538	6/30/1998	M MARCO and Design	10	CLASS 10: Medical ophthalmic instruments and apparatus, namely, refractors; automatic refractors; keratometers; hand held keratometers; automatic refractor/keratometers; eye treatment lasers; operating microscopes; radiusgauges; lensmeters; automatic lensmeters; projection perimeters; slit lamps; prism exophthalmometers; trial lens frames; trial lens sets; chart projectors; automatic chart projectors, automatic optical examination systems, ophthalmic examining stations; instrument tables, ophthalmic instrument stands and accessories; programmable ophthalmic instrument stands; adjustable, reclining, ophthalmic patient chairs for ophthalmic examination and treatments, programmable ophthalmic patient chairs for ophthalmic examination and treatments.	
042362-0120	United States of America	Registered	87/897897	4/27/2018	5617364	11/27/2018	M MARCO iDOC & Design	10	CLASS 10: Digital cameras, namely, integrated digital cameras attachable to ophthalmic slit lamps for capturing still and video streaming images of the eyes of patients by eye care professionals.	
042362-0116	United States of America	Pending	87/853615	3/28/2018	5615620	11/27/2018	MARCO	10	CLASS 10: Ophthalmologic diagnostic equipment, namely, exam chairs, instrument stands, slit lamp microscopes, eye testing chart projectors, refractors, lensmeters, keratometers, noncontact tonometers, wavefront aberrometers, auto refractors, corneal topographers, and auto lensmeters.	
042362-0126	United States of America	Office Action Issued - Response Due 1/24/2019	87/899709	4/30/2018			OPD-SCAN	10	CLASS 10: Ophthalmic diagnostic equipment, namely, wavefront aberrometers with multimodality functions for autorefracton, autokeratometry, corneal analysis and topography, pupillometry, and wavefront aberrometry.	
042362-0114	United States of America	Registered	77/783775	7/17/2009	3760543	3/16/2010	THE DIFFERENCE IS MARCO	35,41,44	CLASS 35: Retail services by direct solicitation by sales agents in the field of ophthalmic diagnostic equipment; customer service in the field of retail services featuring ophthalmic diagnostic equipment; assistance and advice regarding business organization of an ophthalmological practice through use of proprietary ophthalmological equipment and systems and methods and the promotion of business opportunities thereof ; CLASS 41: Training in the use of ophthalmic diagnostic equipment; CLASS 44: Consulting services, namely, technical consulting in the use of proprietary ophthalmological equipment; providing technical information concerning the use of ophthalmological diagnostic equipment	
042362-0117	United States of America	Office Action Issued - Response Due 5/26/2019	87/900079	4/30/2018			THE LEADER IN VISION DIAGNOSTICS	35	CLASS 35: Retail services by direct solicitation by sales agents in the field of ophthalmologic equipment; online retail store services and mail order services featuring ophthalmologic equipment.	

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042362-0124	United States of America	Office Action Issued Response Due 3/29/2019	87/938973	5/25/2018			ULTRA M	10	CLASS 10: Ophthalmic diagnostic equipment, namely slit lamp biomicroscopes that utilize ULTRA light-gathering optics and integrated, single element, high luminance, LED illumination transmission for ophthalmic tissue dissection, and which include internally concealed wiring configurations to accommodate attachable, integrated digital cameras for capturing still and video streaming images of the eyes of patients by eye care professionals.
042362-0125	United States of America	Due to Publish for Opposition on 12/4/2018	87/899679	4/30/2018			XFRACTION	44	CLASS 44: Ophthalmic diagnostic testing services, namely, integrating autolensometer, digital refractor, autorefractor, autokeratometer, wavefront aberrometer, corneal topographer and pupilometer data to assess the integrity of the full optical pathway.
042362-0112	United States of America	Registered	85/648844	6/11/2012	4506171	4/1/2014	XFRACTION (Stylized)		XFRACTION