

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552523

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
VITAL ART AND SCIENCE, LLC		10/25/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Genentech, Inc.		
<b>Street Address:</b>	1 DNA Way		
<b>City:</b>	South San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94080		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4475788	MYVISIONTRACK	
<b>Registration Number:</b>	4749662	MVT	
<b>Registration Number:</b>	4805761	HOME VISION MONITOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6509529881		
<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>	6504671936		
<b>Email:</b>	docketing-d@gene.com		
<b>Correspondent Name:</b>	Shameek Ghose		
<b>Address Line 1:</b>	1 DNA Way		
<b>Address Line 4:</b>	South San Francisco, CALIFORNIA 94080		
<b>NAME OF SUBMITTER:</b>	SHAMEEK GHOSE		
<b>SIGNATURE:</b>	/SHAMEEK GHOSE/		
<b>DATE SIGNED:</b>	12/09/2019		
<b>Total Attachments: 11</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Assignment*”), effective as of the Closing Date, is by and between Vital Art and Science, LLC, a Texas limited liability company (“*Assignor*”), and Genentech, Inc., a Delaware corporation (“*Assignee*”).

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of October 25, 2018, by and among the Assignor, Assignee and the Member identified therein (the “*Purchase Agreement*”), Assignor has agreed to assign, sell, transfer, convey and deliver, and Assignee has agreed to purchase, acquire and accept, certain assets of Assignor;

WHEREAS, the parties wish to record such acquisition in the respective Patent and Trademark Offices and Copyright Offices; and

WHEREAS, capitalized terms used and not defined in this Assignment shall have the respective meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, pursuant to the terms of the Purchase Agreement and for the consideration set forth therein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Assignment of Intellectual Property Rights. Effective as of the Closing Date, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all of Assignor’s right, title and interest in and to: (a) the Intellectual Property Rights (defined below) in the Purchased Intellectual Property, including, but not limited to, the Trademarks set forth in Schedule A together with the goodwill of the business symbolized thereby, the Patents set forth in Schedule B and the Copyrights set forth in Schedule C; (b) all licenses for the use thereof; (c) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives. “*Intellectual Property Rights*” means all rights of the following types arising or granted in any jurisdiction, now or in future, whether registered or unregistered: (i) United States and foreign copyrights, copyrightable works and mask works, whether registered or unregistered, and pending applications to register the same; (ii) all patents and patent applications in any country in the world, including any continuations, continuations-in-part, divisionals, provisionals, or any substitute applications, any patent issued with respect to any such patent applications, any reissue, reexamination, renewal or extension (including any supplemental protection certificate) of any such patent, and any confirmation patent or registration patent or patent of addition based on any such patent, all foreign counterparts of any of the foregoing, and foreign equivalents (including inventors’ certificates and any applications therefor) of any of the foregoing, (iii) United States, state and foreign trademarks, service marks, logos, trade

dress, trade names, moral rights and general intangibles of like nature, whether registered or unregistered, and pending applications to register the foregoing; (iv) trade secrets and confidential information, computer software programs and software systems, including databases, compilations, tool sets, compilers, higher level or “proprietary” languages and related documentation and materials, whether in source code, object code or human readable form, documentation, know-how, processes, technology, formulae, customer lists or data, business and marketing plans, inventions (whether or not patentable) and marketing information.

2. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
3. Governing Law. This Assignment shall be governed by, and construed in accordance with (a) the laws of the United States, in respect to trademark, patent and copyright issues, and (b) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
4. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
5. Miscellaneous. This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and nothing in this Assignment shall be construed to be a modification of, or limitation on, any provision of the Purchase Agreement, including the representations, warranties and agreements set forth therein.

[Signature Page Follows]

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

**ASSIGNOR**

By: Michael B. Bartlett

Michael B. Bartlett

Its: President

Date: October 25, 2018

STATE OF TEXAS )  
 ) ss.  
COUNTY OF COLLIN )

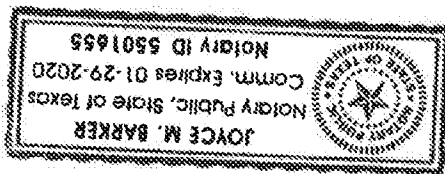
Before me, the undersigned authority, on this 25th day of October 2018, personally appeared Michael B. Bartlett known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the ~~purpose~~ ~~therein~~ expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.

Joyce Barker

Notary Public

Joyce Barker

(Signature of Notary)



(Legibly Print or Stamp Name of Notary)

ACCEPTED BY:

ASSIGNEE

By: [Signature]

Its: SVP & Global Head Personalized Healthcare  
product Development

Date: 10/24/18

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness accuracy, or validity of that document.

State of California )  
County of San Mateo )

On October 24, 2018 before me, Melanie Lorraine O'Callaghan, <sup>Notary Public</sup> personally appeared Mark Lee who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



**Schedule A  
Trademarks**

See attached.

## Vital Art and Science, LLC

## List of Patents Granted and Applied for - As of September 18, 2018

Application No.	Patent No.	Title	Status	Filed	Issued	Expiration <sup>1</sup>	Owner
<b>Family 1</b>							
US 60/776,614	Provisional		N/A	27-Feb-2006	N/A Provisional	27-Feb-2007	
US 11/679,564	US 8,668,334	Vision Measurement and Training System and Method of Operation Thereof	Issued	27-Feb-2007	2-Dec-2014	27-Feb-2026	VAS, LLC
US 14/203,080	US 9,186,293	Vision Measurement and Training System and Method of Operation Thereof	Issued	10-Mar-2014	17-Nov-2015	27-Feb-2026	VAS, LLC
US 14/928,129		Vision Measurement and Training System and Method of Operation Thereof	Allowed	8-Oct-2015	17-Dec-2018	27-Feb-2026	VAS, LLC
<b>Family 2</b>							
US 61/049,461	Provisional	Dynamic Shape Discrimination Vision Test	N/A	1-May-2008	N/A Provisional	1-May-2009	
US 12/434,279	US 8,066,376	Dynamic Shape Discrimination Vision Test	Issued	30-Apr-2009	10-Nov-2011	1-May-2028	VAS, LLC
<b>Family 3</b>							
US 61/176,885	Provisional	Shape Discrimination Vision Assessment System	N/A	9-May-2009	N/A Provisional	9-May-2010	
US 61/251,159	Provisional		N/A	13-Oct-2009	N/A Provisional	13-Oct-2010	
PCT/US2010/034084 US 13/319,305	US 9,155,461	Shape discrimination vision assessment and tracking system	Issued	7-May-2010	13-Oct-2015	9-May-2029	VAS, LLC
US 14/849,682	US 9,743,828	Shape discrimination vision assessment and tracking system	Issued	11-Sep-2015	29-Aug-2017	9-May-2029	VAS, LLC
US 15/403,656		Shape discrimination vision assessment and tracking system	Pending	11-Jan-2017			VAS, LLC
Ex-US Filings							
AU 2010247901	AU 2010247901	Shape discrimination vision assessment and tracking system	Issued	2-Nov-2011	3-Sep-2015	9-May-2029	VAS, LLC
AU 2015213323	AU 2015213323	Shape discrimination vision assessment and tracking system	Issued	13-Aug-2015	11-Sep-2017	9-May-2029	VAS, LLC
CA 2,760,694	CA 2,760,694	Shape discrimination vision assessment and tracking system	Issued	13-Oct-2011	24-Jan-2017	9-May-2029	VAS, LLC
CL 2803-2011	CL 52,486	Shape discrimination vision assessment and tracking system	Issued	?	9-Jun-2016	9-May-2029	VAS, LLC
CN 201080026823.1	CN102458220A	Shape discrimination vision assessment and tracking system	Issued	15-Dec-2011	4-Jul-2016	9-May-2029	VAS, LLC
EP 10775298.2-1265		Shape discrimination vision assessment and tracking system	Pending	23-Dec-2011			VAS, LLC
HK 12103522.7		Shape discrimination vision assessment and tracking system	Pending	23-Dec-2011			VAS, LLC
ID W00201104034	W00201104034	Shape discrimination vision assessment and tracking system	Issued	5-Aug-2015	5-Aug-2015	9-May-2029	VAS, LLC
ID P0020140502		Shape discrimination vision assessment and tracking system	Pending	26-Aug-2014			VAS, LLC
IL 216184	IL 216184	Shape discrimination vision assessment and tracking system	Issued	7-Nov-2011	30-Aug-2017	9-May-2029	VAS, LLC
IN 8638/DELNP/2011		Shape discrimination vision assessment and tracking system	Pending	8-Nov-2011			VAS, LLC
JP 2012-510883	5812986	Shape discrimination vision assessment and tracking system	Issued	6-Jan-2012	2-Oct-2015	9-May-2029	VAS, LLC
JP 2015-93818	6049798	Shape discrimination vision assessment and tracking system	Issued	6-Aug-2015	21-Dec-2016	9-May-2029	VAS, LLC
KR 10-2011-7029227	10-1785255	Shape discrimination vision assessment and tracking system	Issued	7-Dec-2011	29-Sep-2017	9-May-2029	VAS, LLC



MX/a/2011/011865	329754	Shape discrimination vision assessment and tracking system	Issued	11-Aug-2011	28-Apr-2015	9-May-2029	VAS, LLC
MX/a/2014/012906	334552	Shape discrimination vision assessment and tracking system	Issued	17-Sep-2014	8-Nov-2015	9-May-2029	VAS, LLC
RU 2011150045	2541048	Shape discrimination vision assessment and tracking system	Issued	?	20-Feb-2015	9-May-2029	VAS, LLC
SG 201108181-7	175920	Shape discrimination vision assessment and tracking system	Issued	?	8-May-2014	9-May-2029	VAS, LLC
SG 10201402138P		Shape discrimination vision assessment and tracking system	Pending	7-May-2014			VAS, LLC
<b>Family 4</b>							
US/61/176,885	Provisional	Handheld vision tester and calibration thereof	N/A	9-May-2009	N/A Provisional	9-May-2010	
PCT/US2010/034086 US 13/319,317	9,033,508	Handheld vision tester and calibration thereof	Issued	7-May-2010	19-May-2015	9-May-2029	VAS, LLC
US 14/690,100	9,498,118	Handheld vision tester and calibration thereof	Issued	17-Apr-2015	3-Nov-2016	9-May-2029	VAS, LLC
US 14/690,110	9,345,401	Handheld vision tester and calibration thereof	Issued	17-Apr-2015	4-May-2016	9-May-2029	VAS, LLC
Ex-US Filings							
EP 10775299.0-1265		Handheld vision tester and calibration thereof	Pending	23-Dec-2011			VAS, LLC
JP 2012-510884	5675783	Handheld vision tester and calibration thereof	Issued	6-Jan-2012	9-Jan-2015	9-May-2029	VAS, LLC
<b>Family 5</b>							
US 61/816,421	Provisional	Contour integration perimetry vision test	N/A	26-Apr-2013	N/A Provisional	26-Apr-2014	
PCT/US2014/34105 US 14/785,807	9,629,538	Contour integration perimetry vision test	Issued	14-Apr-2014	25-Apr-2017	26-Apr-2033	VAS, LLC
Ex-US Filings							
EP 14 726 263-8		Contour integration perimetry vision test	Pending	18-Oct-2015			VAS, LLC
CN 201080026823.1	3017092806625320	Contour integration perimetry vision test	Issued	26-Oct-2015	25-Dec-2017	26-Apr-2033	VAS, LLC
<b>List of Trademarks Granted and Applied for - As of August 23, 2018</b>							
Mark	Application No.	Reg. No.	Status	Reg. Date	Expiration <sup>2</sup>		
MYVISIONTRACK®	US 856842592	US 4475788	Issued, Active	29-Jan-2014	29-Jan-2024	VAS, LLC	
mVT®	US 86353472	US 4749662	Issued, Active	2-Jun-2015	2-Jun-2025	VAS, LLC	
mVT®		Canada TMA934,010	Issued, Active	7-Apr-2016	7-Apr-2031	VAS, LLC	
mVT®		EU 013409842	Issued, Active	23-Mar-2015	23-Mar-2025	VAS, LLC	
Home Vision Monitor®	US 86567654	US 4805761	Issued, Active	1-Sep-2015	1-Sep-2025	VAS, LLC	

Notes:

- 1) All patent expiration dates are estimates based on 20 years after the earliest filing date.
- 2) Trademark expiration dates are listed, but these are renewable.

**Schedule B  
Patents**

See attached.

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Ex-US Filings							
EP 14 726 263-8		Contour integration perimetry vision test	Pending	18-Oct-2015			VAS, LLC
CN 201080026823.1	3017092806625320	Contour integration perimetry vision test	Issued	26-Oct-2015	25-Dec-2017	26-Apr-2033	VAS, LLC
<b>List of Trademarks Granted and Applied for - As of August 23, 2018</b>							
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mVT®	US 86353472	US 4749662	Issued, Active	2-Jun-2015	2-Jun-2025	VAS, LLC	
mVT®		Canada TMA934,010	Issued, Active	7-Apr-2016	7-Apr-2031	VAS, LLC	
mVT®		EU 013409842	Issued, Active	23-Mar-2015	23-Mar-2025	VAS, LLC	
Home Vision Monitor®	US 86567654	US 4805761	Issued, Active	1-Sep-2015	1-Sep-2025	VAS, LLC	

Notes:

- 1) All patent expiration dates are estimates based on 20 years after the earliest filing date.
- 2) Trademark expiration dates are listed, but these are renewable.

**Schedule C  
Copyrights**

**Registration Number / Date:** VAu001037315 / 2010-08-16

**Application Title:** 3\_circles\_left.

**Title:** Distorted circle 01, et al.

**Description:** Electronic file (eService)

**Copyright Claimant:** Vital Art and Science Incorporated, Transfer: By written agreement. Address: 2725 N. Spring Dr., Richardson, TX, 75082, United States.

**Date of Creation:** 2009