

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3611001

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EYELOGIC SYSTEMS INC.	09/11/2015
RECEIVING PARTY DATA	
Name:	20/20 VISION CENTER, LLC
Street Address:	100 QUENTIN ROOSEVELT BLVD., SUITE 400
City:	GARDEN CITY
State/Country:	NEW YORK
Postal Code:	11530
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5914772
CORRESPONDENCE DATA	
Fax Number:	(212)541-4630
<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:	2125412000
Email:	tcrodriguez@bryancave.com
Correspondent Name:	BRYAN CAVE LLP
Address Line 1:	1290 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10104
ATTORNEY DOCKET NUMBER:	0387526
NAME OF SUBMITTER:	TERESA C. RODRIGUEZ
SIGNATURE:	/Teresa C. Rodriguez/
DATE SIGNED:	11/11/2015
Total Attachments: 4	
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is executed and delivered as of September 11, 2015, by and between EyeLogic Systems Inc., a company incorporated under the laws of Alberta, Canada and having a principal place of business located at #1020, 140 – 10 Avenue SE, Calgary, Alberta, Canada, T2G 0R1 ("Assignor"), and 20/20 Vision Center, LLC, a Delaware limited liability company having a principal place of business located at 100 Quentin Roosevelt Blvd., Suite 400, Garden City, New York, 11530, United States ("Assignee")

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement, concurrently entered into as of September 11, 2015 (the "Purchase Agreement"), pursuant to which, *inter alia*, Assignor has agreed to sell, assign, and transfer to Assignee, and Assignee has agreed to accept from Assignor, all of Assignor's right, title and interest in and to the Purchased IP (this and other capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement), including but not limited to the items listed on Schedule A of this Assignment, as of the Closing, upon the terms and subject to the conditions set forth in the Purchase Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to more fully evidence the sale and assignment of Assignor's right, title and interest to the Purchased IP to Assignee as of the Closing, Assignor hereby agrees as follows:

1. Expressly excluding the Excluded Assets, Assignor hereby assigns, sells, transfers and conveys unto Assignee all of Assignor's right, title and interest in and to the Purchased IP, free and clear of any and all Encumbrances, including, without limitation, (i) all patents and patent applications, including those listed on Schedule A hereto, together with all continuations, continuations-in-part, requests for continued examinations, divisionals, provisionals, non-provisionals, reexaminations, reissues and extensions thereof; (ii) excluding the Trademarks, all trademarks, service marks, trade names, brand names, logos, slogans and other indicia of source of origin (whether or not registered), all applications and registrations therefor, all common law rights thereto and therein, and the goodwill connected with the use of and symbolized by all of the foregoing; (iii) all works of authorship (whether copyrightable or uncopyrightable) and all copyrights (whether registered or common law), including all copyrights associated with the Purchased Software, and all applications and registrations related to the foregoing; (iv) all trade secrets, proprietary rights and confidential know-how; (v) all inventions (whether patentable or unpatentable), invention disclosures, industrial design rights, discoveries, ideas, developments, data, confidential or proprietary technical information, including processes, techniques, methods, formulae, designs, algorithms, projections, and analyses, and all rights therein and thereto and (vi) all other intellectual property and related proprietary rights, interests and protections of any type throughout the world included in the Purchased IP. Assignor hereby further assigns, sells, transfers and conveys unto Assignee any and all claims of Assignor for past infringement misuse, misappropriation, or other violation and any and all causes of action of Assignor with respect to or arising out of the Purchased IP, along with the right and power to assert, defend, protect and

recover title to the Purchased IP and recover damages and profits for, any past, present and future infringement, misuse, misappropriation, or other violation thereof.

2. Assignor hereby covenants to and agrees with Assignee to execute and deliver or to cause to be executed and delivered, at the request of Assignee, all necessary documents, papers, instruments, and assignments in order to assign the Purchased IP to Assignee, and to perform any other reasonable acts Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Purchased IP in Assignee and to provide evidence to support any of the foregoing in the event such evidence is reasonably deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

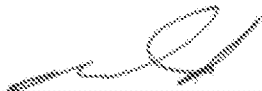
3. This Assignment is being delivered subject to and pursuant to the terms and conditions of the Purchase Agreement. The respective rights and obligations of Assignor and Assignee under the Purchase Agreement, as set forth in their respective representations, warranties, covenants, agreements and other terms thereof, shall not be limited, altered, impaired, enhanced or enlarged by this Assignment. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York. This Assignment may only be amended in a writing signed by the parties to this Assignment. This Assignment may be executed by the parties hereto in counterparts, each of which shall be deemed as original, and together shall constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:


EYELOGIC SYSTEMS INC.

By: 
Name: Mark McDonald
Title: President

By: 
Name: Kristoffer Moen
Title: Chief Financial Officer

ASSIGNEE:

20/20 VISION CENTER, LLC

By: 
Name: Jeffrey Cohen
Title: Managing Member

SCHEDULE A

Patents:

U.S. Patent No. 5,914,772 entitled "Method And Device For Testing Eyes."

Other:

The Purchased Software and Source Materials included in and/or associated with the Eyelogic System, including but not limited to all confidential, proprietary, copyrightable, and/or trade secret information included therein and/or associated therewith.

[Schedule A to Intellectual Property Assignment]