

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5378085

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MARCO OPHTHALMIC, INC.	02/15/2019
<b>RECEIVING PARTY DATA</b>		
<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>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	6776756
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)715-8100	
<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>		
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<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036	
<b>ATTORNEY DOCKET NUMBER:</b>	069858-00012	
<b>NAME OF SUBMITTER:</b>	DIANE TORNIALI	
<b>SIGNATURE:</b>	/Diane Torniali/	
<b>DATE SIGNED:</b>	02/15/2019	
<b>Total Attachments: 5</b>		
source=069858_00012_Patent_Assignment_Agreement_Marco_IP_Agreement#page1.tif		
source=069858_00012_Patent_Assignment_Agreement_Marco_IP_Agreement#page2.tif		
source=069858_00012_Patent_Assignment_Agreement_Marco_IP_Agreement#page3.tif		
source=069858_00012_Patent_Assignment_Agreement_Marco_IP_Agreement#page4.tif		
source=069858_00012_Patent_Assignment_Agreement_Marco_IP_Agreement#page5.tif		

**PATENT ASSIGNMENT AGREEMENT**

This PATENT ASSIGNMENT AGREEMENT (this "Assignment"), 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 invention disclosed and/or claimed in the patent set forth on Schedule A attached hereto (the "Patent").

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee, Assignee desires to acquire from Assignor all of Assignors' right, title and interest in and to the Patent.

**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 irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the Patent and the invention disclosed therein, including all worldwide reissues, reexaminations, continuations, parents, continuations-in-part, divisionals, extensions, foreign counterparts to all of the foregoing patents and patent applications, and all patents and patent applications claiming priority to or from any and all of the foregoing worldwide (collectively with the Patent, "Patent Rights").

In addition, Assignor agrees to and hereby does assign, transfer and convey unto Assignee Assignor's entire right, title and interest (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past, present and future infringement of the Patent Rights, (ii) the right to apply (or continue prosecution) in any and all countries of the world for patents, design patents, utility models, certificates of invention or other governmental grants for the Patent Rights, including under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding, and (iii) the rights, if any, to revive prosecution of any abandoned Patent Rights.

3. **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.

4. **Unassignable Rights.** To the extent the Patent cannot presently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign or transfer to any third party or register or use in any manner (except to take necessary steps to obtain registration) the unassignable Patent or otherwise dispute or challenge Assignee's or its assignee's assignment, transfer, sale, registration or use of such unassignable Patent. In the event any such unassignable Patent subsequently becomes assignable, Assignor shall promptly take all necessary action to assign such Patents to Assignor, upon request thereof by Assignor.

5. **Further Assistance.** Assignor agrees that, upon request and without further compensation, Assignor and Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing the Patent in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to the Patent and any related patent and or patent application claiming priority to the Patent in the United States and throughout the world.

6. **Recordation.** 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.

7. **Rights and Royalties.** All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Patents as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

8. **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.

9. **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.

*[Signature pages follow]*

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 Marco

Title: CEO

ASSIGNEE:

LOMBART BROTHERS, INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Patent Assignment Agreement]

PATENT  
REEL: 048344 FRAME: 0210

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

**EXHIBIT A**

**PATENT**

<b>Title</b>	<b>Assignee</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
Applanation tonometer	Marco Ophthalmic, Inc.	10/137,234	Apr 30, 2002	6,776,756	Aug 17, 2004

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