

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5624381

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	FERRIS STATE UNIVERSITY	06/21/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	VISION TRAINING PRODUCTS	
<b>Street Address:</b>	4016 N. HOME ST.	
<b>City:</b>	MISHAWAKA	
<b>State/Country:</b>	INDIANA	
<b>Postal Code:</b>	46545	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	6644811
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(574)259-2102	
<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>	574-259-2070 X206	
<b>Email:</b>	chris@bernell.com	
<b>Correspondent Name:</b>	CHRIS ANDREWS	
<b>Address Line 1:</b>	4016 N. HOME STREET	
<b>Address Line 4:</b>	MISHAWAKA, INDIANA 46545	
<b>NAME OF SUBMITTER:</b>	CHRIS ANDREWS	
<b>SIGNATURE:</b>	/Chris Andrews/	
<b>DATE SIGNED:</b>	07/18/2019	
<b>Total Attachments: 6</b>		
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## EXHIBIT A

### ASSIGNMENT OF PATENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ferris State University, a constitutional body corporate of the State of Michigan located at 420 Oak Street, Big Rapids, Michigan ("Ferris State"), hereby sells, assigns, transfers, and conveys to Vision Training Products, Inc., an Indiana Corporation, doing business under the assumed name Bernell Corporation, located at 4016 N Home Street, Mishawaka, Indiana ("Bernell"), pursuant to a separate Patent Assignment Agreement by and between Ferris State and Bernell, dated 6/21, 2019, all of Ferris State's right, title, and interest in and to US Patent 6,644,811B2, together with all claims and causes of action with respect to any of the foregoing, including without limitation all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for present and future infringement, misappropriation, violation, breach, or default, and all other rights, privileges, and protections of any kind whatsoever of Ferris State accruing under any of the foregoing provided by any applicable law, treaty, or other international convention.

Ferris State hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Assignment of Patent upon request by Bernell.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Patent to be executed on this 21 day of June, 2019, by its duly authorized officer.

FERRIS STATE UNIVERSITY

By: Michael Hughes

Name: Michael Hughes

Title: Interim Vice President of  
Administration and Finance

## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Agreement"), dated as of 6/22, 2019 ("Effective Date"), is made by and between Ferris State University, a constitutional body corporate of the State of Michigan ("Ferris"), and Vision Training Products, Inc., an Indiana Corporation, doing business under the assumed name Bernell Corporation ("Bernell").

WHEREAS, Ferris State wishes to sell to Bernell, and Bernell wishes to purchase from Ferris State, all of Ferris State's right, title, and interest in and to US Patent 6,644,811B2, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale of Patent. Subject to the terms and conditions set forth in this Agreement, Ferris State hereby irrevocably sells, assigns, transfers, and conveys to Bernell, and Bernell hereby accepts, all of Ferris State's right, title, and interest in and to the following (collectively, "Acquired Rights"):

- (a) US Patent 6,644,811B2 and any corresponding reissues and re-examinations (the "Patent"); and
- (b) all claims and causes of action with respect to the Patent, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for present and future infringement
- (c) limited use of the names James Saladin OD and the Michigan College of Optometry Ferris State University in association with the Saladin Near Point Balance Card™

2. Purchase Price.

- (a) The aggregate purchase price for the Acquired Rights shall be Ten Thousand US Dollars (US\$10,000) (the "Purchase Price").
- (b) Bernell shall pay the Purchase Price within five (5) days following the parties' full execution of this Agreement. [Payment shall be made in US dollars by wire transfer of immediately available funds to the following account: Ferris State University Account No. 7540002206, routing number 072401404 at Fifth Third Bank.]
- (c) If Bernell fails to make timely and full payment of the Purchase Price, Ferris State may, in addition to, and not in lieu of, all other remedies, terminate this Agreement effective immediately on written notice to Bernell. Upon any such termination by Ferris State, Bernell agrees to assign and does hereby assign to Ferris State all right, title and interest in and to the Acquired Rights.

(d) Bernell will offer to Ferris State the right to purchase the Saladin Near Point Balance Card™ (using item # BCSALCDJS) at a discounted price that is at minimum 35% off the retail price.

3. Deliverables. Upon receipt of payment of the Purchase Price, Ferris State shall deliver to Bernell an assignment in the form of Exhibit A (the "Assignment") and duly executed by Ferris State, transferring all of Ferris State's right, title, and interest in and to the Acquired Rights to Bernell.

4. Recordation. Bernell shall be responsible, at Bernell's expense, for recording the Assignment with the United States Patent & Trademark Office. Bernell will not record this Agreement.

5. Representations and Warranties of Ferris State. Ferris State represents and warrants to Bernell that the statements contained in this Section 5 are true and correct as of the Effective Date. For purposes of this Section, "Ferris State's knowledge," "knowledge of Ferris State," and similar phrases shall mean the actual knowledge of the undersigned individual executing this agreement on behalf of Ferris State.

(a) Authority of Ferris State. Ferris State has the full right, power, and authority to enter into this Agreement and perform its obligations under this Agreement.

(b) Ownership. To Ferris State's knowledge, Ferris State owns all right, title, and interest in and to the Acquired Rights, free and clear of liens, security interests, and other encumbrances.

(c) No Other Representations or Warranties. Except for the representations and warranties contained in this Section 5, (i) the Acquired Rights are being acquired by Bernell on an "as is" basis and (ii) Ferris State has not made and makes no other express or implied representation or warranty, either oral or written, whether arising by law, course of dealing, course of performance, usage of trade or otherwise, including with respect to the ownership, issuance, patentability, claim scope, validity, enforcement, enforceability, or use of the Acquired Rights, all of which are expressly disclaimed.

6. Representations and Warranties of Bernell. Bernell represents and warrants to Ferris State that Bernell has the full right, power, and authority to enter into this Agreement and perform its obligations under this Agreement.

7. Indemnification.

(a) Bernell shall be solely and exclusively liable for any loss or liability that may arise out of Bernell's (i) manufacture, use, sale, offer for sale and importation of products under the Acquired Rights or (ii) defense, enforcement, maintenance or other exploitation of the Acquired Rights.

(b) Bernell shall defend, indemnify, and hold harmless Ferris State, Ferris State's affiliates, and their respective shareholders, directors, officers, and employees (each, a "Ferris State Indemnified Party") from and against all losses or liabilities

arising out of or in connection with any claim related to (i) any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, covenant, agreement, or obligation of Bernell contained in this Agreement or any document to be delivered under this Agreement; or (ii) the manufacture, use, sale, offer for sale or importation of products under the Acquired Rights.

(c) A Ferris State Indemnified Party shall promptly notify Bernell ("**Indemnifying Party**") upon becoming aware of a claim with respect to which Bernell is obligated to provide indemnification under this Section 7 ("**Indemnified Claim**"). Bernell shall promptly assume control of the defense and investigation of the Indemnified Claim, with counsel of its own choosing, and the Ferris State Indemnified Party shall reasonably cooperate with Bernell in connection with the Indemnified Claim, in each case at Bernell's sole cost and expense. The Ferris State Indemnified Party may participate in the defense of such Indemnified Claim, with counsel of its own choosing and at its own cost and expense. Bernell shall not settle any Indemnified Claim on any terms or in any manner that adversely affects the rights of any Ferris State Indemnified Party without the Ferris State Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed).

8. Miscellaneous.

(a) Entire Agreement. This Agreement and all related exhibits constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

(d) Governing Law; Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the state and federal courts located in Kent County, Michigan, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

(e) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

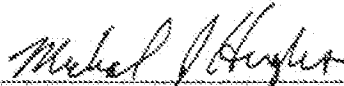
(f) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except

as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, Ferris State and Bernell have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

FERRIS STATE UNIVERSITY

By:   
Name: Michael Hughes  
Title: Interim Vice President of  
Administration and Finance

BERNELL CORPORATION

By:   
Name: CHRIS ANDREWS  
Title: PRESIDENT

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