

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8227053

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	JOHN C. ADAMS	04/11/2022
RECEIVING PARTY DATA		
Name:	OPTIQUE DEBT INVESTMENT, LLC	
Street Address:	3150 LIVERNOIS RD.	
Internal Address:	SUITE 275	
City:	TROY	
State/Country:	MICHIGAN	
Postal Code:	48083	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	9250444	
Patent Number:	11187908	
Application Number:	17538937	
Patent Number:	9151954	
Patent Number:	9268139	
Patent Number:	10078223	
CORRESPONDENCE DATA		
Fax Number:	(248)988-8363	
<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:	2489888360	
Email:	docket@cgolaw.com	
Correspondent Name:	CARLSON, GASKEY & OLDS, P.C.	
Address Line 1:	400 W. MAPLE ROAD, SUITE 350	
Address Line 4:	BIRMINGHAM, MICHIGAN 48009	
ATTORNEY DOCKET NUMBER:	68477	
NAME OF SUBMITTER:	ALEXANDRA KURETICH	
SIGNATURE:	/ALEXANDRA KURETICH/	
DATE SIGNED:	10/18/2023	

Total Attachments: 9

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ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is entered into as of April 11, 2022 by and between John C. Adams ("Adams"), John & Pauline Adams, LLC, a Florida limited liability company ("Adams LLC"), Vyomesh Joshi ("Joshi"), Springhill Investments, Inc., a Canadian corporation ("Springhill"), MB Management, Inc., a Canadian corporation ("MB Management"), Miriam Gottfried ("Gottfried"), the Glantz Family Trust u/a 12/31/05 ("Glantz Trust," and together with Adams, Adams LLC, Joshi, Springhill, MB Management, and Gottfried, "Assignors" and each an "Assignor"), and Optique Debt Investment, LLC, a Michigan limited liability company ("Assignee").

RECITALS

A. Assignors and IMMY Inc. d/b/a Optique, a Michigan corporation ("Optique"), are parties to the following loan documents ("Optique Loan Documents"):

(i) With respect to Adams:

(A) that certain Convertible Secured Promissory Note dated as of March 11, 2019 in the amount of \$655,000 made by Optique in favor of Adams, as amended by that certain Amendment and Forbearance Agreement dated as of October 8, 2020, that certain Amendment to Convertible Secured Promissory Notes dated as of November 6, 2020, and that certain Amendment to Convertible Secured Promissory Note dated as February 24, 2022;

(B) that certain Convertible Secured Promissory Note dated as of March 9, 2020 in the amount of \$2,100,000 made by Optique in favor of Adams, as amended by that certain Amendment and Forbearance Agreement dated as of October 8, 2020 and that certain Amendment to Convertible Secured Promissory Notes dated as of November 6, 2020;

(C) that certain Security Agreement dated as of March 11, 2019 by and between Optique and Adams;

(D) that certain Subordination Agreement dated as of November 30, 2020 by and between Adams, as Senior Creditor, Mimi Gottfried, as administrative agent for and on behalf of the First Tranche Junior Creditors, and Optique; and

(E) that certain UCC-1 Financing Statement, No. 20190312000750-2, filed in the State of Michigan on March 12, 2019.

(i) With respect to Adams LLC:

(A) that certain Subordinated Secured Promissory Note (First Tranche) dated as of December 17, 2020 made by Optique in favor of Adams LLC in the amount of \$406,313.00;

(B) that certain Subordinated Secured Promissory Note (First Tranche) dated as of December 17, 2020 made by Optique in favor of Adams LLC in the amount of \$184,278.00;

(C) that certain Joinder and Appointment of Agent dated as of December 17, 2020 executed by Adams LLC.

(ii) With respect to Joshi:

(A) that certain Subordinated Secured Promissory Note (First Tranche) dated as of December 17, 2020 made by Optique in favor of Joshi in the amount of \$63,348;

(B) that certain Joinder and Appointment of Agent dated as of December 17, 2020 executed by Joshi;

(C) that certain Convertible Promissory Note dated as of September 22, 2015 in the amount of \$300,000 made by Optique in favor of Joshi, as amended by that certain Amendment and Forbearance Agreement dated as of October 8, 2020; and

(D) that certain UCC-1 Financing Statement, No. 2015078347-9, filed in the State of Michigan on June 3, 2015

(iii) With respect to Springhill:

(A) that certain Subordinated Secured Promissory Note (First Tranche) dated as of December 17, 2020 made by Optique in favor of Springhill in the amount of \$19,073;

(B) that certain Joinder and Appointment of Agent dated as of December 17, 2020 executed by Springhill;

(C) that certain Convertible Promissory Note dated as of June 29, 2015 in the amount of \$100,000 made by Optique in favor of Springhill, as amended by that certain Amendment and Forbearance Agreement dated as of October 8, 2020; and

(D) that certain UCC-1 Financing Statement, No. 2015078347-9, filed in the State of Michigan on June 3, 2015.

(iv) With respect to Gottfried:

(A) that certain Assignment of Advance dated as of October 2019 made by Samuel Michel Prakazrel in favor of Mimi Gottfried in the amount of \$25,000.

(v) With respect to MB Management:

(A) that certain Subordinated Secured Promissory Note (First Tranche) dated as of December 17, 2020 made by Optique in favor of MB Management in the amount of \$3,873;

(B) that certain Joinder and Appointment of Agent dated as of December 17, 2020 executed by MB Management;

(C) that certain Promissory Note dated as of January 1, 2018 made by Optique in favor of MB Management in the amount of \$25,000; and

(D) that certain invoice dated as of January 13, 2017 in the amount of \$21,000 from Tract 9 Business Incubation Inc. to Optique that was paid by MB Management.

(vi) With respect to Glantz Trust:

(A) that certain Subordinated Secured Promissory Note (First Tranche) dated as of December 17, 2020 made by Optique in favor of Glantz Trust in the amount of \$10,000;

(B) that certain Joinder and Appointment of Agent dated as of December 17, 2020 executed by Glantz Trust;

(C) that certain Convertible Promissory Note dated as of April 28, 2015 in the amount of \$100,000 made by Optique in favor of Glantz Trust, as amended by that certain Amendment and Forbearance Agreement dated as of October 8, 2020; and

(D) that certain Convertible Promissory Note dated September 22, 2015 in the amount of \$80,000 made by Optique in favor of Glantz Trust, as amended by that certain Amendment and Forbearance Agreement dated as of October 8, 2020; and

(E) that certain UCC-1 Financing Statement, No. 2015078347-9, filed in the State of Michigan on June 3, 2015.

B. Assignors desire to assign, convey, transfer, and deliver to Assignee, and Assignee desires to assume, all of Assignors' right, title, and interest in, to, and under the Optique Loan Documents.

AGREEMENT

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

1. Assignment and Assumption. As of the date of this Agreement, Assignors assign, convey, transfer, and deliver to Assignee, and Assignee assumes, all of Assignors' right, title, and interest in, to, and under the Optique Loan Documents, and Assignee assumes and agrees to perform all obligations, duties, liabilities, and commitments of Assignors under the Optique Loan Documents, of whatever kind or nature.

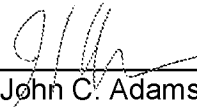
2. Governing Law. This Agreement will be governed by the laws of the State of Michigan, without giving effect to any conflicts of law principles of another state.

3. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties.

4. Counterparts; Facsimile Transmission. This Agreement may be executed in one or more counterparts (including by facsimile or PDF signature), each of which will be deemed an original but all of which together will constitute one and the same instrument.


The parties have caused this Agreement to be executed as of the date first written above.

ASSIGNORS



John C. Adams

John & Pauline Adams, LLC,
a Florida limited liability company

By: 

Name: John C. Adams
Its: Manager

Vyomesh Joshi

Springhill Investments, Inc.,
a Canadian corporation

By: _____
Name: Miriam Gottfried
Its: President

MB Management, Inc.,
a Canadian corporation

By: _____
Name: Miriam Gottfried
Its: President

Glantz Family Trust u/a 12/31/05

By: _____
Name: Paul A. Glantz
Its: Trustee

Miriam Gottfried

ASSIGNEE

Optique Debt Investment, LLC,
a Michigan limited liability company

By: _____
Name: Christopher Thomas
Its: CEO

The parties have caused this Agreement to be executed as of the date first written above.

ASSIGNORS

John C. Adams

John & Pauline Adams, LLC,
a Florida limited liability company

By: _____
Name: John C. Adams
Its: Manager



Vyomesh Joshi

Springhill Investments, Inc.,
a Canadian corporation

By: _____ *Miriam Gottfried*
Name: Miriam Gottfried
Its: President

MB Management, Inc.,
a Canadian corporation

By: _____ *Miriam Gottfried*
Name: Miriam Gottfried
Its: President

Glantz Family Trust u/a 12/31/05

By: _____
Name: Paul A. Glantz
Its: Trustee

Miriam Gottfried

Miriam Gottfried

ASSIGNEE

Optique Debt Investment, LLC,
a Michigan limited liability company

By: _____
Name: Christopher Thomas
Its: CEO

The parties have caused this Agreement to be executed as of the date first written above.

ASSIGNORS

John C. Adams

John & Pauline Adams, LLC,
a Florida limited liability company

By: _____
Name: John C. Adams
Its: Manager

Vyomesh Joshi

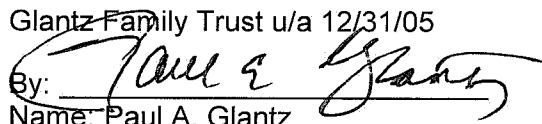
Springhill Investments, Inc.,
a Canadian corporation

By: _____
Name: Miriam Gottfried
Its: President

MB Management, Inc.,
a Canadian corporation

By: _____
Name: Miriam Gottfried
Its: President

Glantz Family Trust u/a 12/31/05

By: 
Name: Paul A. Glantz
Its: Trustee

Miriam Gottfried

ASSIGNEE

Optique Debt Investment, LLC,
a Michigan limited liability company

By: _____
Name: Christopher Thomas
Its: CEO

The parties have caused this Agreement to be executed as of the date first written above.

ASSIGNORS

John C. Adams

John & Pauline Adams, LLC,
a Florida limited liability company

By: _____
Name: John C. Adams
Its: Manager

Vyomesh Joshi

Springhill Investments, Inc.,
a Canadian corporation

By: _____
Name: Miriam Gottfried
Its: President

MB Management, Inc.,
a Canadian corporation

By: _____
Name: Miriam Gottfried
Its: President

Glantz Family Trust u/a 12/31/05

By: _____
Name: Paul A. Glantz
Its: Trustee

Miriam Gottfried

ASSIGNEE

Optique Debt Investment, LLC,
a Michigan limited liability company

By: _____
Name: Christopher Thomas
Its: CEO

4 APR 2022

CONSENT

While not a party to the foregoing, IMMY Inc. d/b/a Optique, a Michigan corporation, consents to the provisions of the foregoing Agreement and agrees not to take any action inconsistent with it **as long as the foregoing agreement does not infringe on the rights of other shareholders** This consent is effective as of the date of the Agreement.

IMMY Inc. d/b/a Optique,
a Michigan corporation

By: MLT

Name: MARK TETHER LEIGH

Its: CHAIRMAN

UCC FINANCING STATEMENT AMENDMENT

Michigan Department of State - Uniform Commercial Code

FOLLOW INSTRUCTIONS

Filing Number: 20220412000763-9

Filing Date and Time: 04/12/2022 01:27 PM

Total Number of Pages: 1

(This document was filed electronically)

A. NAME & PHONE OF CONTACT AT FILER (optional) Anthony James Kochis
B. E-MAIL CONTACT AT FILER (optional) akochis@wolfsonbolton.com
C. SEND ACKNOWLEDGEMENT TO: (Name and Address) Anthony James Kochis 3150 Livernois St. 275 Ste. 275 Troy, MI 48083 USA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 20190312000750-2	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13
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2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☒ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☒ PARTY INFORMATION CHANGE:

Check one of these two boxes:AND Check one of these three boxes to:

This Change affects ☒ Debtor or ☒ Secured Party of record ☒ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☒ ADD name: Complete item 7a or 7b, and item 7c ☒ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR			
6b. INDIVIDUAL'S SURNAME Adams	FIRST PERSONAL NAME John	ADDITIONAL NAME(S)/INITIAL(S) C.	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME Optique Debt Investment, LLC	
OR	
7b. INDIVIDUAL'S SURNAME	
INDIVIDUAL'S FIRST PERSONAL NAME	
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	
SUFFIX	

7c. MAILING ADDRESS PO Box 1162	CITY Walled Lake	STATE MI	POSTAL CODE 48390	COUNTRY USA
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8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☒ ADD collateral ☒ DELETE collateral ☒ RESTATE covered collateral ☒ ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☒ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME			
OR			
9b. INDIVIDUAL'S SURNAME Adams	FIRST PERSONAL NAME John	ADDITIONAL NAME(S)/INITIAL(S) C.	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

RECORDED: 10/18/2023

PATENT
REEL: 065263 FRAME: 0320