

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICU EYEWEAR, INC.		09/30/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	400 Emerson Street		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Serial Number:	86324739	ICU ECO EYEWEAR	
Serial Number:	86759085	OMNI-FOCUS	
Serial Number:	86087678	ICU ECO EYEWEAR	
Serial Number:	85575089	FISHERMAN EYEWEAR	
Serial Number:	85575106	DR. DEAN	
Registration Number:	4011379	WINK	
Serial Number:	85108316	ZOOM POCKET READERS	
Registration Number:	3942125	ZOOM RECOMMENDED READERS	
Registration Number:	3532654	WINK BY ZOOM	
Registration Number:	3534167	OCEAN CURL	
Registration Number:	3205668	DR. DEAN EDELL	
Registration Number:	3041676	GUIDELINE	
Registration Number:	3072132	ZOOM EYEWORKS	
Registration Number:	3269129	ZOOM	
Registration Number:	2956018	TITANIUM SERIES	
Registration Number:	2953365	HIDEAWAYS	
Registration Number:	4102744	ZOOM SUN	
Registration Number:	4102743	ZOOM SUN CLASSIC COLLECTION	
Registration Number:	4102742	ZOOM SUN DESIGNER COLLECTION	

CH \$865.00 86324739

Property Type	Number	Word Mark
Registration Number:	3819872	SELECT READING GLASSES
Registration Number:	3711703	ZOOM FASHION SERIES
Registration Number:	3550180	ZOOM ECO FRIENDLY
Registration Number:	3549869	SEE WHAT YOU'VE BEEN MISSING
Registration Number:	3469173	ZOOM KIDZ SHADES
Registration Number:	3306261	ICU EYEWEAR STUDIO COLLECTION
Registration Number:	3305598	ZOOM EXPRESSIONS
Registration Number:	2558485	I C U EYE WEAR
Registration Number:	2701019	IOPTIX
Registration Number:	2545708	SLIM VISION
Registration Number:	2545707	FLIP & FOCUS
Serial Number:	85004693	ZOOM EYETECH
Registration Number:	3234623	G2B
Registration Number:	3437054	AVENTURA
Registration Number:	3436939	AVENTURA

CORRESPONDENCE DATA

Fax Number: 2136305601

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.

Phone: 213-891-5739

Email: wwolff@buchalter.com

Correspondent Name: William Wolff

Address Line 1: c/o Buchalter Nemer, 1000 Wilshire Blvd.

Address Line 2: Suite 1500

Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER: A9501-0002

NAME OF SUBMITTER: William Wolff

SIGNATURE: /William Wolff/

DATE SIGNED: 11/02/2015

Total Attachments: 20

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 30th day of September, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and AVIDBANK, a California banking corporation ("*Bank*").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 30, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and between ICU EYEWEAR, INC., a California corporation ("*Borrower*"), and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall abide by Section 7.15 of the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the

foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Copyright Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ICU EYEWEAR, INC.,
a California corporation

By: 

Name: Anthony Guido

Title: Vice President, Finance

Trademark Security Agreement

TRADEMARK
REEL: 005658 FRAME: 0926

BANK:

ACCEPTED AND ACKNOWLEDGED BY:

AVIDBANK,
a California banking corporation

By: Linh Phan
Name: Linh Phan
Title: Vice President, Relationship Manager

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

No	Lien/Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
1.	Filed	ICU EYEWEAR, INC.	ICU ECO EYEWEAR	86324739 4815904	06/30/2014 09/22/2015
2.	Filed	ICU EYEWEAR, INC.	OMNI-FOCUS	86759085	09/16/2015
3.	Filed	ICU EYEWEAR, INC.	ICU ECO EYEWEAR	86087678 4682714	10/09/2013 02/03/2015
4.	Filed Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	FISHERMAN EYEWEAR (Standard Character Mark)	85575089	3/20/2012
5.	Filed Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	DR. DEAN (Standard Character Mark)	85575106	3/20/2012
6.	Registered Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	WINK (Standard Character Mark)	4011379	08/16/2011

No	Lien/Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
7.	Filed Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	ZOOM POCKET READERS (Standard Character Mark)	85108316	08/16/2010
8.	Registered Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010 Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	ZOOM RECOMMENDED READERS (Standard Character Mark)	3942125	04/05/2011
9.	Registered Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010 Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	WINK BY ZOOM (Standard Character Mark)	3532654	11/11/2008

No	Lien/Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
10.	Registered Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010 Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	OCEAN CURL (Standard Character Mark)	3534167	11/18/2008
11.	Registered Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	DR. DEAN EDEL (Standard Character Mark)L	3205668	02/06/2007
12.	Registered Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	GUIDELINE (Standard Character Mark)	3041676	01/10/2006

No	Lien/Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
13.	<p>Registered Assignment (Change of name) Sunglass Products of California to ICU Eyewear, Inc. Reel/Frame 3022/0881 02/04/2005</p> <p>Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010</p> <p>Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013</p>	ICU EYEWEAR, INC.	<p>ZOOM EYEWORKS</p> <p>(Standard Character Mark)</p>	3072132	03/21/2006

No	Lien/Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
14.	Registered Assignment (Change of name) Sunglass Products of California to ICU Eyewear, Inc. Reel/Frame 3022/0881 02/04/2005 Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010 Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	ZOOM (Standard Character Mark)	3269129	07/24/2007

No	Lien/Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
15.	Registered Assignment (Change of name) Sunglass Products of California to ICU Eyewear, Inc. Reel/Frame 3022/0881 02/04/2005 Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010 Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	TITANIUM SERIES (Typed Drawing)	2956018	05/24/2005

No	Lien/Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
16.	Registered Assignment (Change of name) Sunglass Products of California to ICU Eyewear, Inc. Reel/Frame 3022/0881 02/04/2005 Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010 Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	HIDEAWAYS (Typed Drawing)	2953365	05/17/2005
17.	Registered Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010 Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	ZOOM SUN (Standard Character Mark)	4102744	02/21/2012

No	Lien/Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
18.	Registered Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010 Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	ZOOM SUN CLASSIC COLLECTION (Standard Character Mark)	4102743	02/21/2012
19.	Registered Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010 Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	ZOOM SUN DESIGNER COLLECTION (Standard Character Mark)	4102742	02/21/2012

No	Lien/Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
20.	Registered Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010 Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	SELECT READING GLASSES (Standard Character Mark)	3819872	07/13/2010
21.	Registered Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010 Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	ZOOM FASHION SERIES (Standard Character Mark)	3711703	11/17/2009

No	Lien/Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
22.	Registered Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010 Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	ZOOM ECO FRIENDLY (Standard Character Mark)	3550180	12/23/2008
23.	Registered Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010 Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	SEE WHAT YOU'VE BEEN MISSING (Standard Character Mark)	3549869	12/23/2008

No	Lien/Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
24.	Registered Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010 Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	ZOOM KIDZ SHADES (Standard Character Mark)	3469173	07/15/2008
25.	Registered Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010 Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	ICU EYEWEAR STUDIO COLLECTION (Standard Character Mark)	3306261	10/09/2007

No	Lien/Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
26.	Registered Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010 Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	ZOOM EXPRESSIONS (Standard Character Mark)	3305598	10/09/2007
27.	Registered Assignment (Assigned entire interest) Kesten, Steven to Zoom Eyeworks, Inc. Reel/Frame 3022/0881 02/04/2005 Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010 Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	I C U EYE WEAR (Typed Drawing)	2558485	04/09/2002

No	Lien/Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
28.	Registered Assignment (Change of name) Sunglass Products of California to ICU Eyewear, Inc. Reel/Frame 3022/0881 02/04/2005 Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010 Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	IOPTIX (Typed Drawing)	2701019	03/25/2003

No	Lien/Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
29.	Registered Assignment (Change of name) Sunglass Products of California to ICU Eyewear, Inc. Reel/Frame 3022/0881 02/04/2005 Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010 Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	SLIM VISION (Typed Drawing)	2545708	03/12/2002

No	Lien/Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
30.	Registered Assignment (Change of name) Sunglass Products of California to ICU Eyewear, Inc. Reel/Frame 3022/0881 02/04/2005 Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010 Assignment (Change of name) Zoom Eyeworks, Inc. to ICU Eyewear, Inc. Reel/Frame 5087/0408 08/07/2013	ICU EYEWEAR, INC.	FLIP & FOCUS (Typed Drawing)	2545707	03/12/2002
31.	Filed Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010	ZOOM EYEWORKS, INC.	ZOOM EYETECH (Typed Drawing)	85004693	04/01/2010`
32.	Registered Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010	ZOOM EYEWORKS, INC.	G2B (Design plus works, letters, and/or numbers)	3234623	04/24/2007

No	Lien/Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
33.	Registered Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010	ZOOM EYEWORKS, INC.	AVENTURA (Design plus works, letters, and/or numbers)	3437054	05/27/2008
34.	Registered Assignment (Trademark Security Agmt.) Wells Fargo Bank, NA Reel/Frame 4413/0789 11/12/2010	ZOOM EYEWORKS, INC.	AVENTURA (Standard Character Mark)	3436939	05/27/2008

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses