

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379219

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Superior Vision Benefit Management, Inc.		03/31/2016	Corporation: NEW JERSEY
Superior Vision Services, Inc.		03/31/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blackrock Capital Investment Corporation		
<b>Street Address:</b>	40 East 52nd Street		
<b>Internal Address:</b>	21st Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2820657	BLOCK VISION	
<b>Registration Number:</b>	2806212	BLOCK VISION, INC.	
<b>Registration Number:</b>	3087290	SUPERIOR VISION	
<b>Serial Number:</b>	86167713	SUPERIOR VISION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127282895		
<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>	2125969152		
<b>Email:</b>	ronald.duvernay@ropesgray.com		
<b>Correspondent Name:</b>	S. Alexandra de Padua		
<b>Address Line 1:</b>	1211 Avenue of the Americas		
<b>Address Line 2:</b>	Ropes & Gray LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8704		
<b>ATTORNEY DOCKET NUMBER:</b>	MFOG-748		
<b>NAME OF SUBMITTER:</b>	Ronald M. Duvernay		
<b>SIGNATURE:</b>	/r duvernay/		

CH \$115.00 2820657

<b>DATE SIGNED:</b>	04/04/2016
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**Total Attachments: 5**

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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of March 31, 2016 (this "Agreement"), among Superior Vision Benefit Management, Inc., a New Jersey corporation and Superior Vision Services, Inc., a Delaware corporation (each, a "Grantor") and BLACKROCK CAPITAL INVESTMENT CORPORATION, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Note Purchase Agreement, dated as of March 31, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), WINK PARENT, INC., a Delaware corporation ("Holdings"), WINK HOLDCO, INC. (the "Issuer"), the Noteholders party thereto and BLACKROCK CAPITAL INVESTMENT CORPORATION, as Administrative Agent and as Collateral Agent and (b) the Second Lien Collateral Agreement, dated as of March 31, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Issuer, the other grantors from time to time party thereto and the Collateral Agent. The Noteholders have agreed to extend credit to the Issuer subject to the terms and conditions set forth in the Note Purchase Agreement. Each Grantor is an Affiliate of the Issuer and is willing to execute and deliver this Agreement in order to induce the Noteholders to issue additional Notes and as consideration for Notes previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Note Purchase Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in (i) all of such Grantor's right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, (ii) all Proceeds and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same (collectively, the "Trademark Collateral"). Notwithstanding the foregoing, in no event shall Trademark Collateral include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that and solely during the period, if any, in which, the assignment thereof would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Maturity Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

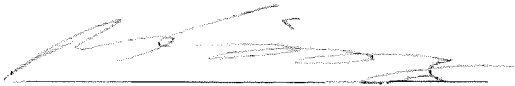
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and this Agreement, the terms of the Intercreditor Agreements shall govern.

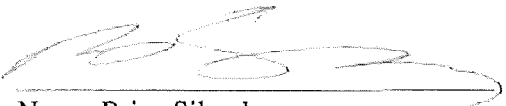
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**SUPERIOR VISION BENEFIT  
MANAGEMENT, INC., as Grantor**

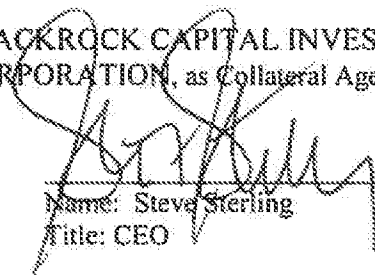
By:   
Name: Brian Silverberg  
Title: Chief Financial Officer and Treasurer

**SUPERIOR VISION SERVICES, INC., as Grantor**

By:   
Name: Brian Silverberg  
Title: Chief Financial Officer and Treasurer

BLACKROCK CAPITAL INVESTMENT CORPORATION, as Collateral Agent,

By:





Name: Steve Sterling  
Title: CEO

SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005764 FRAME: 0657**

Schedule I

U.S. Trademarks	Owner	Identification Numbers	Date of Registration
BLOCK VISION	Superior Vision Benefit Management, Inc.	Registration No. 2820657; Serial No. 76346992	March 9, 2004  (renewed March 27, 2014)
BLOCK VISION, INC. (WITH DESIGN IN LOGO) 	Superior Vision Benefit Management, Inc.	Registration No. 2806212; Serial No. 76365886	January 20, 2004  (renewed August 5, 2014)
SUPERIOR VISION	Superior Vision Services, Inc.	Registration No. 3087290; Serial No. 78510171	May 2, 2006  (amended February 12, 2013)
SUPERIOR VISION (AND DESIGN)  SUPERIOR VISION	Superior Vision Services, Inc.	Serial No. 86167713	Filed January 16, 2014