

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380322

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Street Provider Network, LLC		04/12/2016	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 North Wacker Drive, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2943497	MADISON STREET COMPANY	
Registration Number:	4798515	MADISON STREET COMPANY	
Registration Number:	4662704	OMNI EYE SPECIALISTS	
Registration Number:	3652792	MADISON STREET EYE CARE NETWORK	
Registration Number:	3026859	SPIVACK VISION CENTER	
Registration Number:	2325642		
Serial Number:	86512262	MADISON STREET EYE CARE NETWORK	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic C/O Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	342663-143		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		

CH \$190.00 2943497

DATE SIGNED:	04/12/2016
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of this 12th day of April, 2016, by MADISON STREET PROVIDER NETWORK, LLC, a Colorado limited liability company (“**Grantor**”), in favor of NXT CAPITAL, LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, EyeCare Services Partners Management LLC (“**EyeCare**”), Dulaney Eye Institute, L.L.C., a Maryland limited liability company (“**DEI**”), Madison Street Anesthesia LLC, a Colorado limited liability company (“**MS Anesthesia**”), Madison Street Provider Group, LLC, a Colorado limited liability company (“**MS Group**”) and Madison Street Company Nurse Practitioner, LLC, a Colorado limited liability company (“**MS Nurse**”; and, together with EyeCare, DEI, Grantor, MS Anesthesia and MS Group, and any other Person who joins the Credit Agreement as a borrower pursuant to the terms thereof, referred to herein individually as a “**Borrower**” and collectively as the “**Borrowers**”), EyeCare as Borrower Representative, the other Loan Parties party thereto, the financial institutions party thereto from time to time as Lenders and Grantee have entered into that certain Credit Agreement as of April 12, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of April 12, 2016 among Grantee, Grantor and the other Loan Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

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

1. Incorporation of Representations and Warranties of the Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. If there is a conflict between the Guarantee and

Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**MADISON STREET PROVIDER NETWORK,
LLC**

By: EyeCare Services Partners Holdings LLC, a
Delaware limited liability company, its Managing
Member

By:



Name: Michael Fricke

Title: Chief Executive Officer

Trademark Security Agreement (MS Network)

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,
as Agent

By: 

Name: Jeremy DeFrancisco

Title: Vice President

Trademark Security Agreement (MS Network)

TRADEMARK
REEL: 005769 FRAME: 0896

Schedule A

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
MADISON STREET COMPANY	2943497	Apr. 26, 2005	US
MADISON STREET COMPANY	4798515	June 9, 2015	US
OMNI EYE SPECIALISTS	4662704	Dec. 30, 2014	US
MADISON STREET EYE CARE NETWORK	3652792	July 7, 2009	US
SPIVACK VISION CENTER	3026859	Dec. 13, 2005	US
Eye and Eyebrow Logo	2325642	March 7, 2000	US
MADISON STREET EYE CARE NETWORK	86/512,262	March 15, 2016	US

Trademark Applications

None.