

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLARIS VISION LLC		06/27/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ALPINE CAPITAL, LLC		
Street Address:	2100 Rexford Road		
Internal Address:	Suite 100		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28211		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85958331	CLARIS VISION	
CORRESPONDENCE DATA			
Fax Number:			
<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:	804-775-7774		
Email:	jhowell2@mcguirewoods.com		
Correspondent Name:	Jesse Howell		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219-3916		
NAME OF SUBMITTER:	Emily S. Voorheis		
SIGNATURE:	/Emily S. Voorheis/		
DATE SIGNED:	06/28/2016		
Total Attachments: 5			
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OP \$40.00 85958331

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of June 27, 2016, is made by CLARIS VISION LLC, a Delaware limited liability company (together with any other entity that may become a party hereto as provided herein, the "Grantor"), in favor of ALPINE CAPITAL, LLC, a North Carolina limited liability company, as lender (in such capacity, the "Lender").

W I T N E S S E T H:

WHEREAS, Grantor, Claris Vision Holdings LLC ("Parent Borrower" and together with Grantor and other Subsidiaries of the Parent Borrower party thereto from time to time as Borrowers, collectively, "Borrowers"), the other subsidiaries of the Parent Borrower from time to time party thereto, and the Lender have entered into that certain Credit and Security Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit and Security Agreement");

WHEREAS, pursuant to the Credit and Security Agreement, the Lender has agreed to make extensions of credit and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrowers are members of an affiliated group of companies that includes Grantor;

WHEREAS, pursuant to the Credit and Security Agreement, Grantor and its affiliates party thereto pledged and granted to the Lender a security interest in all of their right, title and interest in Intellectual Property, including without limitation the Trademarks; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to enter into the Credit and Security Agreement and to induce the Lender to make or to continue to make extensions of credit and other financial accommodations to the Borrowers thereunder, Grantor hereby agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit and Security Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants to the Lender, to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, a security interest in all of its right, title and interest in, and under Grantor's Trademarks (including, without limitation, those items listed on Schedule A hereto), whether now owned by, or hereafter acquired by Grantor (including under any trade name or derivations thereof).

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Credit and Security Agreement and is expressly subject to the terms and conditions thereof.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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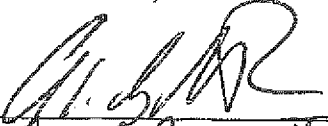
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CLARIS VISION LLC

By: *W. Duane Clark*
Name: W. DUANE CLARK
Title: CEO

[Trademark Security Agreement Signature Page]

ALPINE CAPITAL, LLC

By: 
Name: Aaron G. Rescor II
Title: CEO

[Trademark Security Agreement Signature Page]

79713632

TRADEMARK
REEL: 005823 FRAME: 0943

Schedule A

TRADEMARKS

U.S. Trademark Applications

<u>Grantor</u>	<u>Mark</u>	<u>Application Date</u>	<u>Application No./ Registration No.</u>
Claris Vision LLC	CLARIS VISION	June 12, 2013 (registered March 22, 2016)	85/958,331 (Application Number); 4,932,137 (Registration Number)