

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABB/CON-CISE Optical Group LLC		06/15/2016	Limited Liability Company: DELAWARE
Lensco LLC		06/15/2016	Limited Liability Company: DELAWARE
Optical Distributor Group LLC		06/15/2016	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as collateral agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3353184	BIOLENS	
Registration Number:	3056217	BIO-NITE	
Registration Number:	2369463	OXYCON	
Registration Number:	1083311	OXYFLOW	
Registration Number:	1950462	P.E.N.	
Registration Number:	1102574	PLIAFLEX	
Registration Number:	1700750	PRIMARY EYECARE NETWORK	
Registration Number:	1683165	PRIMARY EYECARE NETWORK	
Registration Number:	3234151	REVLENS	
Registration Number:	4087294	DIGITALEYELAB A DIVISION OF OPTICAL DIST	
Serial Number:	86139915	LENSCO	
Serial Number:	86870282	EYEMILES	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-756-2132
Email: scott.kareff@srz.com
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 25th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	051705-0001
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NAME OF SUBMITTER:	Scott Kareff (051705-0001)
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SIGNATURE:	/kc for sk/
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DATE SIGNED:	06/28/2016
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 15, 2016 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is a party to a Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among each Grantor, the other Grantors party thereto, and the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds and profits now and hereafter due and/or payable under or with respect to any and all of the foregoing.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, 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 such application (or registration that issues therefrom) under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirm that the rights and remedies of the Administrative Agent 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

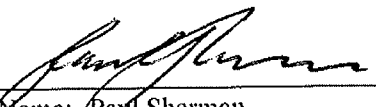
ABB/CON-CISE OPTICAL GROUP LLC

By: 
Name: Paul Sherman
Title: Chief Financial Officer

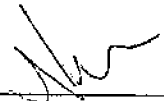
LENSCO LLC

By: 
Name: Paul Sherman
Title: Chief Financial Officer

OPTICAL DISTRIBUTOR GROUP LLC

By: 
Name: Paul Sherman
Title: Chief Financial Officer

**MORGAN STANLEY SENIOR FUNDING,
INC., as Collateral Agent**

By: 
Name: *Nehal Abdel Hakim*
Title: *Authorized Signatory*

[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registration No.	Registration Date	Owner
BIOLENS	3,353,184	December 11, 2007	ABB/Con-Cise Optical Group, LLC
BIO-NITE	3,056,217	January 31, 2006	ABB/Con-Cise Optical Group, LLC
OXYCON	2,369,463	July 18, 2000	ABB/Con-Cise Optical Group, LLC
OXYFLOW	1,083,311	January 24, 1978	ABB/Con-Cise Optical Group, LLC
P.E.N.	1,950,462	January 23, 1996	ABB/Con-Cise Optical Group, LLC
PLIAFLEX	1,102,574	September 19, 1978	ABB/Con-Cise Optical Group, LLC
PRIMARY EYECARE NETWORK	1,700,750	July 14, 1992	ABB/Con-Cise Optical Group, LLC
PRIMARY EYECARE NETWORK & DESIGN	1,683,165	April 14, 1992	ABB/Con-Cise Optical Group, LLC
REVLENS	3,234,151	April 24, 2007	ABB/Con-Cise Optical Group, LLC
"DIGITAL EYELAB" AND LOGO	4,087,294	January 17, 2012	Optical Distributor Group LLC

Mark	Application No.	Application Date	Owner
LENSCO	86/139,915 (ITU)	December 10, 2013	ABB/Con-Cise Optical Group LLC
EYEMILES	86870282 (ITU)	January 8, 2016	Lensco LLC