

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ECP Georgia, LLC		07/15/2016	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4070261	EYE ELEMENTS	
Registration Number:	4063164		
Registration Number:	4908022	EYE ELEMENTS	
Registration Number:	4908020	EE	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6483.075		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	11/11/2016		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of July 15, 2016, by and among ECP Georgia, LLC ("Grantor"), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 2, 2015, by and among the Grantor, Clarkson Eyecare, LLC, as Borrower ("Borrower"), the Guarantors party thereto from time to time, Administrative Agent and the Lenders party thereto from time to time (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Loans to Borrower;

WHEREAS, pursuant to that certain Security Agreement, dated April 2, 2015 by and among the Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all related goodwill, and all proceeds and products thereof.

Notwithstanding the foregoing or anything else contained herein to the contrary, "Trademarks" shall not include any "intent to use" trademark application until such time as Grantor begins to use such trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to

the security interest in the Trademarks and related 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.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

6. CONFLICTS. If there is a conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

[Signature Page Follows]

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

ECP GEORGIA, LLC

By: 

Name: Anthony G. Nunn

Title: Chief Executive Officer and President



ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

Schedule A

Registered Trademarks

Mark	Owner	Registration Date	Goods/Services
eye elements Reg. No. 4,070,261 Ser. No. 85-304,733	ECP Georgia, LLC	12/13/2011	Optometry Services; Treatment of Eye Diseases and Conditions, in Class 44 (U.S. Cls. 100 and 101)
 Reg. No. 4,063,164 Ser. No. 85-304,765	ECP Georgia, LLC	11/29/2011	Optometry Services; Treatment of Eye Diseases and Conditions, in Class 44 (U.S. Cls. 100 and 101)
eye elements Reg. No. 4,908,022 Ser. No. 86-670,323	ECP Georgia, LLC	3/1/2016	Online retail store services featuring eyewear, sunglasses, eyeglass frames, contact lenses, contact cases, eyewear and sunglass cases, try-on services, eyeglass selection and preparation; Retail store services featuring eyewear, sunglasses, eyeglass frames, contact lenses, contact cases, eyewear and sunglass cases, try-on services, eyeglass selection and preparation, in Class 035 (U.S. Cls. 100, 101 and 102)
 Reg. No. 4,908,020 Ser. No. 86-670,288	ECP Georgia, LLC	3/1/2016	Online retail store services featuring eyewear, sunglasses, eyeglass frames, contact lenses, contact cases, eyewear and sunglass cases, try-on services, eyeglass selection and preparation; Retail store services featuring eyewear, sunglasses, eyeglass frames, contact lenses, contact cases, eyewear and sunglass cases, try-on services, eyeglass selection and preparation, in Class 035 (U.S. Cls. 100, 101 and 102)