

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EYECARE SERVICES PARTNERS MANAGEMENT LLC		05/19/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		
Street Address:	150 SOUTH WACKER DRIVE		
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:	4379132	K	
Registration Number:	4229361	MENUMATES	
Registration Number:	3855709	KATZEN	
Registration Number:	3279531	K KATZEN EYE GROUP	
Registration Number:	3193079	KATZEN EYE GROUP	
Registration Number:	5022398	MYCONTACTSSTORE	
Registration Number:	4326176	GREAT VISION EYECARE	
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:	312.577.8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-263		
NAME OF SUBMITTER:	HUMBERTO AQUINO		

CH \$190.00 4379132

SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	05/19/2017
Total Attachments: 5 source=Trademark Security Agreement (EyeCare Services)#page1.tif source=Trademark Security Agreement (EyeCare Services)#page2.tif source=Trademark Security Agreement (EyeCare Services)#page3.tif source=Trademark Security Agreement (EyeCare Services)#page4.tif source=Trademark Security Agreement (EyeCare Services)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 19, 2017, is made by EyeCare Services Partners Management LLC, a Delaware limited liability company (the “Grantor”), in favor of Golub Capital LLC (“Golub”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 19, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among EyeCare Services Partners Holdings LLC, a Delaware limited liability company and successor in interest to ESP Merger Sub, LLC, as a Borrower and as Borrower Representative, the other Persons that are designated as Credit Parties thereto, the Lenders and the L/C Issuers from time to time party thereto and Golub, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrowers and the other signatories party thereto as a “Grantor” have agreed, pursuant to a Guaranty and Security Agreement dated as of May 19, 2017 in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement, or, if not defined therein, as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) the trademark and service mark registrations and applications set forth on Schedule 1 hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications that are Excluded Property);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing or any inadvertent recordation of this Security Agreement with an Applicable IP Office, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Security Agreement are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern in all respects. Upon termination of the Guaranty and Security Agreement, the Administrative Agent's security interests in the Trademark Collateral shall automatically terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Trademark Collateral acquired under this Security Agreement.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of this Security Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**EYECARE SERVICES PARTNERS
MANAGEMENT LLC,**
as Grantor

By: *M. T. Fricke*

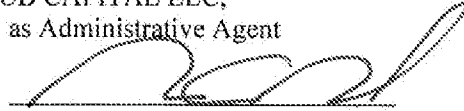
Name: Michael Fricke

Title: Chief Executive Officer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

GOLUB CAPITAL LLC,
as Administrative Agent

By:



Name: Marc C. Robinson
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date
K	85782372	11/19/12	4379132	8/6/13
MENUMATES	85551184	2/23/12	4229361	10/23/12
KATZEN	77823572	9/10/09	3855709	10/5/10
K KATZEN EYE GROUP	78813127	2/13/06	3279531	8/14/07
KATZEN EYE GROUP	78813073	2/13/06	3193079	1/2/07
MYCONTACTSSTORE	86869927	1/8/16	5022398	8/16/16
GREAT VISION EYECARE	85765861	10/29/12	4326176	4/23/13

2. TRADEMARKS APPLICATIONS

None.