

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428508

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release and Reassignment of Security Interest Recorded at Reel/Frame 5769/0923		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC, as Agent		05/19/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EyeCare Services Partners Management LLC		
Street Address:	2727 N Harwood, Suite 250		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4379132	K	
Registration Number:	4229361	MENUMATES	
Registration Number:	3855709	KATZEN	
Registration Number:	3193079	KATZEN EYE GROUP	
Registration Number:	3279531	K KATZEN EYE GROUP	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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:	212-819-8437		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Andrew Fessak/White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1119931-0119		
NAME OF SUBMITTER:	Andrew Fessak		
SIGNATURE:	/Andrew Fessak/		
DATE SIGNED:	05/22/2017		

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Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as of May 19, 2017, by NXT Capital, LLC, a Delaware limited liability company, in its capacity as Agent for the Lenders (“Grantee”) in favor of EyeCare Services Partners Management LLC, a Delaware limited liability company (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

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 (as defined therein), 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, all products and proceeds thereof and the Trademark Collateral (as defined in the Security Agreement) (collectively, the “Secured Trademarks”), to secure the payment of all amounts owing by Borrowers (as defined in the Credit Agreement) under that certain Credit Agreement as of April 12, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, Grantor and Grantee were parties to that certain Trademark Security Agreement dated as of April 12, 2016 (the “Security Agreement”) pursuant to which the Grantor granted and reaffirmed its prior grant pursuant to the Guarantee and Collateral Agreement of a security interest to Grantee in the Secured Trademarks, including the Trademarks set forth on Schedule 1 hereto, as security for certain obligations owing by Grantor to Grantee;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on April 12, 2016, at Reel 5769, Frame 0923; and

WHEREAS, Grantee has agreed to release its security interest in the Secured Trademarks and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Grantee hereby terminates, cancels and releases its security interest in all of Grantor’s right, title and interest in and to the Secured Trademarks, including, without limitation:

(i) each Trademark listed on Schedule 1 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 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 any Trademark, or (b) injury to the goodwill associated with any Trademark.

2. Grantee hereby reassigns, grants and conveys to the Grantor, any and all of Grantee's right, title and interest in and to the Trademarks listed on Schedule 1 annexed hereto and all other Secured Trademarks.

3. To the extent applicable, Grantee hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States note and record this Release against all Secured Trademarks, including the Trademarks set forth on Schedule 1.


4. This Release may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of this Release.

5. This Release is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

NXT CAPITAL, LLC

By: 
Name: Jeremy DeFrancisco
Title: Vice President

SCHEDULE 1

Trademark Registrations

Trademark	Registration Number	Registration Date
K	4379132	8/6/2013
MENUMATES	4229361	10/23/2012
KATZEN	3855709	10/5/2010
KATZEN EYE GROUP	3193079	1/2/2007
K KATZEN EYE GROUP	3279531	8/14/2007

Trademark Applications

N/A