

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM435466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Technologies 20-20 Inc. / 20-20 Technologies Inc.		05/31/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P.		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5215941	2020	
Registration Number:	2548749	20-20 TECHNOLOGIES	
Registration Number:	1998724	GIZA	
Registration Number:	5178837	MAKING SPACES FOR LIFE	
Registration Number:	4040083	SHOPWARE	
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>			
Email:	erobinson@hunton.com		
Correspondent Name:	Erika Robinson		
Address Line 1:	600 Peachtree St NE STE 4100		
Address Line 2:	c/o Hunton & Williams LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Erika Robinson		
SIGNATURE:	/ErikaRobinson/		
DATE SIGNED:	07/18/2017		
Total Attachments: 10 source=TMSA#page1.tif			

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CANADIAN TRADEMARK SECURITY AGREEMENT

This CANADIAN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of May, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.** ("GSSLG"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Vision IntermédiaireCie, Inc. / Vision IntermediateCo, Inc., as parent ("Parent"), Vision AcquisitionCie, Inc. / Vision AcquisitionCo, Inc. (prior to the Closing Date Acquisition, "Borrower"), upon consummation of the Closing Date Acquisition, Technologies 20-20 Inc. / 20-20 Technologies Inc. (as the continuing amalgamated entity of the Closing Date Acquisition, "Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group, the Bank Product Providers and the Hedge Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, the Bank Product Agreements and the Hedge Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, the Bank Product Providers and the Hedge Providers, that certain Canadian Guarantee and Security Agreement, dated as of May 31, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Security Agreement"); and

WHEREAS, pursuant to the Guarantee and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, the Bank Product Providers and the Hedge Providers, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure such Grantor's Secured Obligations, a

continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following (except for Excluded Assets), whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) Trademark; and all goodwill of the business connected with the use of, and symbolized by, each
- (c) all products and proceeds (as that term is defined in the PPSA) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR SECURED OBLIGATIONS. The Security Interest created hereby by each Grantor party hereto secures the payment and performance of such Grantor’s Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations that would be owed by such Grantor to Agent, the other members of the Lender Group, the Bank Product Providers, the Hedge Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, the Bank Product Providers and the Hedge Providers, pursuant to the Guarantee and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guarantee and Security Agreement, the Guarantee and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any new registered Trademarks or application of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be

deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 12 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**TECHNOLOGIES 20-20 INC. / 20-20
TECHNOLOGIES INC.**

By: 
Name: Kevin F. Collins
Title: Chief Financial Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.**

By: _____
Name:
Title:

[SIGNATURE PAGE TO CANADIAN TRADEMARK SECURITY AGREEMENT]

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**TRADEMARK
REEL: 006108 FRAME: 0205**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

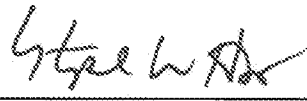
**TECHNOLOGIES 20-20 INC. / 20-20
TECHNOLOGIES INC.**

By: _____
Name:
Title:

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.**

By:  _____
Name: **Stephen W. Hipp**
Title: **Authorized Signatory**

[SIGNATURE PAGE TO CANADIAN TRADEMARK SECURITY AGREEMENT]

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




TRADEMARK
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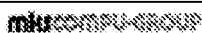

**SCHEDULE I
TO
CANADIAN TRADEMARK SECURITY AGREEMENT**


Trademark Registrations/Applications

Trademark	Country	Status/ Next Deadline	Owner	App. Date / Reg. Date	App. No. / Reg No.
20.20	Australia	Registered Renewal - 26/08/2018	Technologies 20- 20 Inc. / 20-20 Technologies Inc.	App: 26/08/1987 Reg: 22/01/1991	Reg: 471606
20.20	Australia	Registered Renewal - 26/08/2018	Technologies 20- 20 Inc. / 20-20 Technologies Inc.	App: 26/08/1987 Reg: 22/01/1991	Reg: 471607
20.20	European Union (CTM)	Registered Renewal - 03/03/2024	Technologies 20- 20 Inc. / 20-20 Technologies Inc.	App: 03/03/2004 Reg: 29/06/2005	Reg: 003723211
2020	Canada	Registered (renewal: 31/10/2031)	Technologies 20- 20 Inc. / 20-20 Technologies Inc.	App: 17/06/2014 Reg: 31/10/2016	App: 1681634 Reg: TMA 953834
2020	U.S.	Published	Technologies 20- 20 Inc. / 20-20 Technologies Inc.	App: 15/07/2014	App: 86/337,443
2020	European Union (CTM)	Pending	Technologies 20- 20 Inc. / 20-20 Technologies Inc.	App: 18/07/2014	App: 013093877
2020	India	Pending	Technologies 20- 20 Inc. / 20-20 Technologies Inc.	App: 13/12/2014	App: 2862144
2020 MAKING SPACES FOR LIFE	China	Registered	Technologies 20- 20 Inc. / 20-20 Technologies Inc.	App: 22/12/2014 Reg: 4/07/2016	App: 15984655 Reg: 15984655
2020 MAKING SPACES FOR LIFE	China	Registered	Technologies 20- 20 Inc. / 20-20 Technologies Inc.	App: 22/12/2014 Reg: 03/07/2016	App: 15984657 Reg: 15984657

Trademark	Country	Status/ Next Deadline	Owner	App. Date / Reg. Date	App. No. / Reg No.
2020 MAKING SPACES FOR LIFE	China	Registered	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 22/12/2014 Reg: 07/05/2016	App: 15984656 Reg: 15984656
20-20 TECHNOLOGIES	Canada	Registered (renewal 27/09/2030)	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 14/12/1998 Reg: 27/09/2000	App: 0899182 Reg: TMA533597
20-20 TECHNOLOGIES	United States	Registered (renewal 19/03/2022)	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 21/04/1999 Reg: 19/03/2002	App: 75/688167 Reg: 2548749
GIZA	United States	Registered (renewal in 03/09/2026)	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 14/10/1994 Reg: 03/09/1996	App: 74585672 Reg: 1998724
MAKING SPACES FOR LIFE	Canada	Registered (Renewal: 07/11/2031)	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 04/07/2014 Reg: 07/11/2016	App: 1683973 Reg: TMA954535
MAKING SPACES FOR LIFE	U.S.	Registered	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 15/07/2014 Reg: 11/04/2017	App: 86337464 Reg: 5178837
MAKING SPACES FOR LIFE	European Union (CTM)	Registered (renewal: 07/18/2024)	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 18/07/2014	App: 013094149
MAKING SPACES FOR LIFE	Russia	Registered	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 23/12/2014 Reg: 25/05/2016	App: 2014743487 Reg: 575983
MAKING SPACES FOR LIFE	Japan	Registered (renewal 15/07/2026)	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 26/12/2014	App: 2014109987 Reg: 0005866585
TWENTY-	Canada	Registered	Technologies 20-	App:	App: 0551912

Trademark	Country	Status/ Next Deadline	Owner	App. Date / Reg. Date	App. No. / Reg No.
TWENTY		(renewal 31/10/2031)	20 Inc. / 20-20 Technologies Inc.	05/11/1985 Reg: 31/10/1986	Reg: TMA320121
VIGNT-VIGNT	Canada	Registered (renewal 31/10/2031)	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 05/11/1985 Reg: 31/10/1986	App: 0551913 Reg: TMA320122
20 20 & Design 	Canada	Registered	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 5/11/1985 Reg: 31/10/1986	App: 551911 Reg: TMA320120
	New Zealand	Registered Renewal - 01/10/2018	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 01/10/1987 Reg: 26/06/1990	Reg: 174240
	New Zealand	Registered Renewal - 01/10/2018	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 01/10/1987 Reg: 26/06/1990	Reg: 174241
	UK	Registered Renewal - 18/09/2018	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 18/09/1987 Reg: 22/10/1990	Reg: UK00001321750
20-20 ELECTRONIC VAULT	Canada	Registered (Renewal date: 14/05/2017)	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 21/10/1999 Reg: 14/05/2002	App: 1033209 Reg: TMA562025
20-20 SALES CHAIN	Canada	Registered (renewal due: 05/06/2017)	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 21/10/1999 Reg: 05/06/2002	App: 1033208 Reg: TMA563039
CUISI- BOUTIQUE	Canada	Registered (renewal in 25/09/2017)	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 09/08/1984 Reg: 25/09/1987	App: 0526585 Reg: TMA332322
	Canada	Registered (renewal in 23/11/2020)	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 07/02/1989 Reg: 23/11/1990	App: 0624897 Reg: TMA376091
INFORMUSIC	Canada	Registered	Technologies 20-	App:	App: 0588411

Trademark	Country	Status/ Next Deadline	Owner	App. Date / Reg. Date	App. No. / Reg No.
		(renewal in 10/02/2019)	20 Inc. / 20-20 Technologies Inc.	21/07/1987 Reg: 10/02/1989	Reg: TMA351327
JACK	Canada	Registered * (renewal in 01/09/2019)	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 02/07/2003 Reg: 01/09/2004	App: 1183196 Reg: TMA618328
KITCHEN BOUTIQUE	Canada	Registered (renewal in 13/11/2017)	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 09/08/1984 Reg: 23/10/1987	App: 0526584 Reg: TMA333423
MKS	Canada	Registered (renewal 14/10/2018)	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 7/27/1987 Reg: 14/10/1988	App: 0588697 Reg: TMA346286
	Canada	Registered (renewal 09/09/2018)	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 27/07/1987 Reg: 09/09/1988	App: 0588696 Reg: TMA344722
	Canada	Registered (renewal 06/01/2019)	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 27/07/1987 Reg: 06/01/1989	App: 0588701 Reg: TMA349727
MKS INFORMATIQUE Design	Canada	Registered	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 27/07/2087 Reg: 09/09/1988	App: 588700 Reg: TMA344723
SHOPVISION	Canada	Registered (renewal 01/09/2024)	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 04/06/2008 Reg: 01/09/2009	App: 1398063 Reg: TMA746756
SHOPVISION	U.S.	Cancelled (4/7/2017)	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 22/08/2008 Reg: 24/08/2010	App: 77553256 Reg: 3836537
SHOPWARE	Canada	Registered (renewal	Technologies 20-20 Inc. / 20-20 Technologies Inc.	App: 04/06/2008	App: 1398058 Reg:

Trademark	Country	Status/ Next Deadline	Owner	App. Date / Reg. Date	App. No. / Reg No.
		16/02/2026)		Reg: 16/02/2011	TMA790954
SHOPWARE	U.S.	Registered (Continued use declaration 18/10/2017) (renewal 18/11/2021)	Technologies 20- 20 Inc. / 20-20 Technologies Inc.	App: 22/08/2008 Reg: 18/11/2011	App: 77553250 Reg: 4040083
	Canada	Registered (renewal 24/08/2024)	Technologies 20- 20 Inc. / 20-20 Technologies Inc.	App: 02/03/2009 Reg: 24/08/2010	App: 1430578 Reg: TMA775330