

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450760

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
RESUBMIT DOCUMENT ID:	900359548		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Superior Vision Benefit Management, Inc.		03/31/2016	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	MACQUARIE US TRADING LLC, as Collateral Agent		
Street Address:	125 West 55 Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76346992	BLOCK VISION	
Serial Number:	76365886	BLOCK VISION, INC.	
CORRESPONDENCE DATA			
Fax Number:	2128198200		
<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:	2128198200		
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:	1134682-0020		
NAME OF SUBMITTER:	Andrew Fessak		
SIGNATURE:	/Andrew Fessak/		
DATE SIGNED:	11/13/2017		
Total Attachments: 5			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2016 (this “Agreement”), among Superior Vision Benefit Management, Inc., a New Jersey corporation and Superior Vision Services, Inc., a Delaware corporation (each a “Grantor”) and MACQUARIE US TRADING LLC, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement, dated as of March 31, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), WINK PARENT, INC., a Delaware corporation (“Holdings”), WINK HOLDCO, INC. (the “Borrower”), the Lenders party thereto and MACQUARIE US TRADING LLC, as Administrative Agent and as Collateral Agent and (b) the First Lien Collateral Agreement, dated as of 31, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of each Grantor’s right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, (ii) all Proceeds and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same (collectively, the “Trademark Collateral”). Notwithstanding the foregoing, in no event shall Trademark Collateral include any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that and solely during the period, if any, in which, the assignment thereof would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**SUPERIOR VISION BENEFIT
MANAGEMENT, INC., as Grantor**

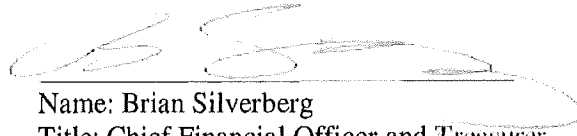
By:



Name: Brian Silverberg
Title: Chief Financial Officer and Treasurer


SUPERIOR VISION SERVICES, INC., as Grantor

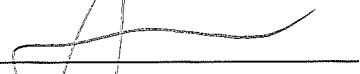
By:





Name: Brian Silverberg
Title: Chief Financial Officer and Treasurer

MACQUARIE US TRADING LLC, as Collateral Agent,

By: 
Name: JESSICA KARLOW
Title: AUTHORIZED SIGNER

By: 
Name: Anita Chiu
Title: Associate Director

Schedule I

U.S. Trademarks	Owner	Identification Numbers	Date of Registration
BLOCK VISION	Superior Vision Benefit Management, Inc.	Registration No. 2820657; Serial No. 76346992	March 9, 2004 (renewed March 27, 2014)
BLOCK VISION, INC. (WITH DESIGN IN LOGO) 	Superior Vision Benefit Management, Inc.	Registration No. 2806212; Serial No. 76365886	January 20, 2004 (renewed August 5, 2014)
SUPERIOR VISION	Superior Vision Services, Inc.	Registration No. 3087290; Serial No. 78510171	May 2, 2006 (amended February 12, 2013)
SUPERIOR VISION (AND DESIGN)  SUPERIOR VISION	Superior Vision Services, Inc.	Serial No. 86167713	Filed January 16, 2014