

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449683

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Healthy Eyes Advantage Holdings, Inc.		11/01/2017	Corporation: DELAWARE
Healthy Eyes Advantage, Inc.		11/01/2017	Corporation: DELAWARE
Block Buying Group LLC		11/01/2017	Limited Liability Company: FLORIDA
HMI Buying Group, Inc.		11/01/2017	Corporation: MISSISSIPPI
C & E Vision Services, Inc.		11/01/2017	Corporation: CALIFORNIA
Vision West, Inc.		11/01/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Ally Bank, as Agent
Street Address:	300 Park Avenue, 4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10222
Entity Type:	Utah Bank: UTAH

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4703158	CLUB ZERO
Registration Number:	4825569	CLUBZERO
Registration Number:	3952844	IDRAFTS
Registration Number:	3904355	RED TRAY
Registration Number:	5144713	RED TRAY NETWORK
Registration Number:	3904358	REDTRAY
Registration Number:	5058432	REDTRAYNETWORK
Registration Number:	3370486	EYEVERIFY
Registration Number:	3339396	REWARDSPLUS
Registration Number:	3216647	IDOCS
Registration Number:	3349130	BEYERIGHT
Registration Number:	3411510	GET CONNECTED
Registration Number:	3394709	YOUR BUYING GROUP OF CHOICE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3411194	VIRTUAL FRAMEBOARD
Registration Number:	3527412	OPTILIST
Registration Number:	3596395	WHERE LIFE MEETS VISION
Registration Number:	3556670	RU BRANDED
Registration Number:	3729717	LIFESTYLE EYECARE CENTERS
Registration Number:	3903377	WHERE LIFE MEETS VISION LIFESTYLE EYECAR
Registration Number:	4144324	MYCLOUD
Registration Number:	4666263	LOOK SAVING YOU CAN SEE...
Registration Number:	4602041	ECPINTERACT
Registration Number:	2674176	VISION WEST
Registration Number:	3166385	VWI
Registration Number:	3643034	OPTICENTER

CORRESPONDENCE DATA

Fax Number: 4044435697

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.

Phone: 404-443-5649

Email: lallen@mcguirewoods.com

Correspondent Name: Latosha Allen, Paralegal

Address Line 1: McGuireWoods LLP

Address Line 2: 1230 Peachtree Street, N.E. Suite 2100

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 2072108-0018 Healthy Eyes

NAME OF SUBMITTER: Latosha E. Allen

SIGNATURE: /Latosha E. Allen/

DATE SIGNED: 11/03/2017

Total Attachments: 8

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**GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

November 1, 2017

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of Healthy Eyes Advantage Holdings, Inc., a Delaware corporation ("Holdings"), Healthy Eyes Advantage, Inc., a Delaware corporation ("HEA"), Block Buying Group LLC, a Florida limited liability company ("BBG"), HMI Buying Group, Inc., a Mississippi corporation ("HMI"), C & E Vision Services, Inc., a California corporation ("C&E") and Vision West, Inc., a California corporation ("VWI", and together with Holdings, HEA, BBG, HMI, and C&E, the "Grantors" and each a "Grantor"), hereby grants to Ally Bank, as Agent (the "Grantee"), with offices at 300 Park Avenue, 4th Floor, New York, New York 10022, a security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired which includes such Grantor's rights to:

- (i) all of its United States patents and patent applications, including each U.S. patent and patent application referred to on Schedule A hereto;
- (ii) all of its United States trademarks, trademark registrations and trademark applications, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each U.S. trademark, trademark registration and trademark application referred to in Schedule B hereto;
- (iii) all renewals and extensions of the foregoing; and
- (iv) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark, including any Patent or Trademark listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark;

provided, however, that the Patent and Trademark Collateral shall not include and no Security Interest shall be deemed granted in any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or (c) in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a "Statement of Use" or "Amendment to Allege Use" is filed, has been deemed in conformance with 15 U.S.C. § 1051(a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Loan and Security Agreement among the Grantors, the Grantee and certain other parties dated as of November 1, 2017, as amended, restated, supplemented or otherwise modified

from time to time (the "Loan and Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest in United States Patents and Trademarks are deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall govern.

This Grant of Security Interest in United States Patents and Trademarks may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.

THE GRANTOR authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Grant of Security Interest in United States Patents and Trademarks.

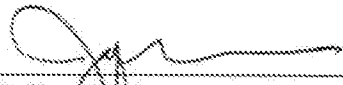
[Signature page(s) to follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Security Interest in United States Patents and Trademarks as of the day and year first above written.

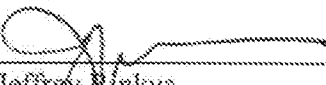
**HEALTHY EYES ADVANTAGE
HOLDINGS, INC., as Grantor**

By: 
Name: Jeffrey Rinkus
Title: President

**HEALTHY EYES ADVANTAGE, INC.,
as Grantor**

By: 
Name: Jeffrey Rinkus
Title: Chief Executive Officer, President

BLOCK BUYING GROUP LLC

By: 
Name: Jeffrey Rinkus
Title: Chief Executive Officer, President

*intending and confirming by this signature
to join this Agreement as "Grantor"
immediately upon the consummation of the
Acquisition*

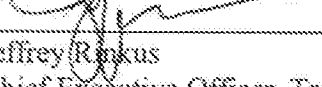
HMI BUYING GROUP, INC.

By: 
Name: Jeffrey Rinkus
Title: Chief Executive Officer, President

*intending and confirming by this signature
to join this Agreement as "Grantor"
immediately upon the consummation of the
Acquisition*

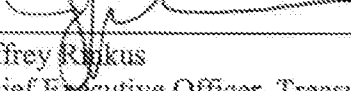
(Signature page to Grant of Security Interest in United States Patents and Trademarks)

C & E VISION SERVICES, INC.

By: 
Name: Jeffrey Rinkus
Title: Chief Executive Officer, Treasurer

*intending and confirming by this signature
to join this Agreement as "Grantor"
immediately upon the consummation of the
Acquisition*

VISION WEST, INC.

By: 
Name: Jeffrey Rinkus
Title: Chief Executive Officer, Treasurer

*intending and confirming by this signature
to join this Agreement as "Grantor"
immediately upon the consummation of the
Acquisition*

Agreed and Accepted:

ALLY BANK, as Agent and Grantee

By: 

Name: Mitchell E. Gruesen

Title: Authorized Signatory

(Signature page to Grant of Security Interest in United States Patents and Trademarks)

TRADEMARK
REEL: 006196 FRAME: 0452

Schedule A
to Grant of Security Interest in United States Patents and Trademarks
Patents and Patent Applications

None.

Schedule B
to Grant of Security Interest in United States Patents and Trademarks

Trademarks

<u>Owner</u>	<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Mark</u>
HMI Buying Group, Inc.	4703158	USA	Mar. 17, 2015	CLUB ZERO
HMI Buying Group, Inc.	4825569	USA	Oct. 6, 2015	 ClubZero
HMI Buying Group, Inc	3952844	USA	Apr. 26, 2011	IDRAFTS
HMI Buying Group, Inc	3904355	USA	Aug. 12, 2016	RED TRAY
HMI Buying Group, Inc	5144713	USA	Feb. 21, 2017	RED TRAY NETWORK
HMI Buying Group, Inc	3904358	USA	Jan. 11, 2011	REDTRAY and Design  RedTray
HMI Buying Group, Inc	5058432	USA	Oct. 11, 2016	REDTRAYNETWORK and Design  RedTrayNetwork
C & E Vision Services, Inc.	3,370,486	USA	Jan. 15, 2008	Eyeverify
C & E Vision Services, Inc.	3,339,396	USA	Nov. 20, 2007	RewardsPlus
C & E Vision Services, Inc.	3,216,647	USA	Mar. 6, 2007	iDocs

<u>Owner</u>	<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Mark</u>
C & E Vision Services, Inc.	3,349,130	USA	Dec. 4, 2007	BeyeRight
C & E Vision Services, Inc.	3,411,510	USA	Apr. 15, 2008	Get Connected and Design
C & E Vision Services, Inc.	3,394,709	USA	Mar. 11, 2008	Your Buying Group of Choice
C & E Vision Services, Inc.	3,411,194	USA	Apr. 8, 2008	Virtual Frameboard
C & E Vision Services, Inc.	3,527,412	USA	Apr. 4, 2008	Optilist
C & E Vision Services, Inc.	3,596,395	USA	Mar. 24, 2009	Where Life Meets Vision
C & E Vision Services, Inc.	3,556,670	USA	Jan. 6, 2009	Ru Branded
C & E Vision Services, Inc.	3,729,717	USA	Dec. 22, 2009	Lifestyle Eyecare Centers
C & E Vision Services, Inc.	3,903,377	USA	Jan. 11, 2011	Where Life Meets Vision Lifestyle Eyecare Centers (Logo)
C & E Vision Services, Inc.	4,144,324	USA	May 15, 2012	Mycloud
C & E Vision Services, Inc.	4,666,263	USA	Jan. 6, 2015	Look Saving You can See (Logo)
C & E Vision Services, Inc.	4,602,041	USA	Sept. 9, 2014	ECPINTERACT
Vision West, Inc.	2,674,176	USA	Jan. 14, 2003	Vision West
Vision West, Inc.	3,166,385	USA	Aug. 31, 2006	VWI
Vision West, Inc.	3,643,034	USA	June 23, 2009	Opticenter

Trademark Applications

None.