

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Superior Vision Benefit Management, Inc.		12/01/2017	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	30 Hudson Street		
Internal Address:	5th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2820657	BLOCK VISION	
Registration Number:	2806212	BLOCK VISION, INC.	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049646-0358		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	12/05/2017		
Total Attachments: 6			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of December 1, 2017 (this “Agreement”), among Superior Vision Benefit Management, Inc., a New Jersey corporation, Superior Vision Services, Inc., a Delaware corporation, and Davis Vision, Inc., a New York corporation (each a “Grantor” and, collectively, the “Grantors”) and GOLDMAN SACHS BANK USA, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to the Second Lien Collateral Agreement dated as of December 1, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantors, the other grantors from time to time party thereto and the Collateral Agent, pursuant to which the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined herein). Pursuant to the Collateral Agreement, the Grantors agreed to execute and deliver this Agreement in order to record the security interest granted to the Collateral Agent with the USPTO. 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 (including specified by reference) in the Collateral Agreement. 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, the Grantors hereby grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, but excluding any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege to Use” with respect thereto (the “Trademark Collateral”).

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. The Grantors hereby acknowledge and affirm 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 Grantors 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.

SECTION 6. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise

of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms the First Lien/Second Lien Intercreditor Agreement and this Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank]

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

Davis Vision, Inc., as Grantor

By: Kirk Rothrock
Name: Kirk Rothrock
Title: President

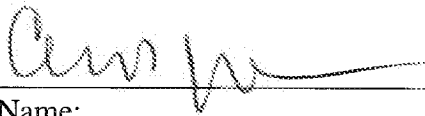
Superior Vision Benefit Management, Inc., as Grantor

By: Kirk Rothrock
Name: Kirk Rothrock
Title: President and Chief Executive Officer

Superior Vision Services, Inc., as Grantor




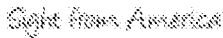
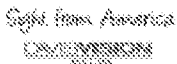
By: Kirk Rothrock
Name: Kirk Rothrock
Title: President and Chief Executive Officer

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 
Name: Charles D. Johnston
Title: Authorized Signatory

Schedule I

TRADEMARKS

Owner	Mark	Reg. Date	Reg. No.
Davis Vision, Inc.	COMPUVISION	06/22/10	3,805,215
Davis Vision, Inc.	COMPUVISION II	01/26/10	3,741,531
Davis Vision, Inc.	DAVISVISION & DESIGN 	12/05/00	2,410,099
Davis Vision, Inc.	EYECARE REFRAMED	03/25/14	4,500,917
Davis Vision, Inc.	FOCUS ON AMERICA	08/10/10	3,831,802
Davis Vision, Inc.	IDEALCHOICE	01/10/12	4,084,706
Davis Vision, Inc.	IDEALCHOICE (stylized) 	01/10/12	4,084,724
Davis Vision, Inc.	LASER VISION AND DESIGN 	11/01/11	4,048,152
Davis Vision, Inc.	SIGHT FROM AMERICA (stylized) 	02/05/13	4,286,596
Davis Vision, Inc.	SIGHT FROM AMERICA DAVISVISION SEE LIFE (AND DESIGN) 	02/05/13	4,286,587

Davis Vision, Inc.	SUPERPAGE	07/29/03	2,744,884
Davis Vision, Inc.	THE EYECARE ADVANTAGE	05/29/07	3,248,152
Davis Vision, Inc.	VALUE ADVANTAGE PROGRAM	07/24/07	3,269,194
Davis Vision, Inc.	ASSURED	04/24/17 (Application Date)	87422313 (Application Number)
Davis Vision, Inc.	ASSURED DIABETIC OUTREACH	04/24/17 (Application Date)	87422272 (Application Number)
Superior Vision Benefit Management, Inc.	BLOCK VISION	03/09/04	2,820,657
Superior Vision Benefit Management, Inc.	BLOCK VISION, INC. (WITH DESIGN IN LOGO)	01/20/04 (renewed 08/05/14)	2,806,212
Superior Vision Services, Inc.	SUPERIOR VISION	05/02/06 (renewed 07/20/16)	3,087,290
Superior Vision Services, Inc.	SUPERIOR VISION (AND DESIGN)  SUPERIOR VISION	11/29/16	5,091,525