

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461346

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Capital Vision Services, LP		02/06/2018	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA, as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282-2198
Entity Type:	Chartered Bank: NEW JERSEY

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2672981	MYEYEDR.
Registration Number:	2007443	DOCTORS VISION CENTER
Registration Number:	2202801	WE PUT THE DOCTOR IN VISION CARE
Registration Number:	2185540	THE CENTER FOR VISUAL LEARNING AT DOCTOR
Registration Number:	3201362	EYE CARE ASSOCIATES
Registration Number:	3911877	HIGH PERFORMANCE VISION
Registration Number:	4391014	TRIANGLE EYE INSTITUTE
Registration Number:	2946412	DRS. ON SIGHT
Registration Number:	2776640	DOCTORS ON SIGHT
Registration Number:	2886083	
Registration Number:	3422721	STARFRAMES
Registration Number:	3689188	
Registration Number:	4369247	EYE FIT VISION CENTERS
Registration Number:	4617881	EYE FIT VISION CENTERS
Registration Number:	4332830	SPEXWELLNESS
Registration Number:	4775733	EYE EXPRESS
Registration Number:	4775734	EYE EXPRESS OPHTHALMOLOGY · OPTOMETRY
Registration Number:	4775735	EYE EXPRESS STYLE..FASHION..WITH MEDICAL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3277405	
Registration Number:	3336508	EYEOPTIX

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Kristin Yohannan, Esq.
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.98099
NAME OF SUBMITTER:	Kristin L. Yohannan
SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	02/07/2018

Total Attachments: 6
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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of February 6, 2018 (this “Agreement”), among CAPITAL VISION SERVICES, LP, a Delaware limited partnership (the “Grantor”), and GOLDMAN SACHS BANK USA, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of February 6, 2018 (the “Credit Agreement”), among MED INTERMEDIATE, LP, a Delaware limited partnership (“Holdings”), CVS HOLDINGS I, LP, a Delaware limited partnership (the “Borrower”) and GOLDMAN SACHS BANK USA, as Administrative Agent and as Collateral Agent, and (b) the Second Lien Collateral Agreement dated as of February 6, 2018 (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 have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The 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 as consideration for Loans previously made and to secure the Secured Obligations. 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, the 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 all of such Grantor’s right, title and interest in, to and under its Trademark, including the trademark registrations and trademark applications listed on Schedule I attached hereto (the “Trademark Collateral”). Notwithstanding the foregoing, for clarity, the Trademark Collateral shall not include any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

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 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 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.

[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.

CAPITAL VISION SERVICES, LP, as Grantor

By:  _____

Name: Robert Teixeira
Title: Chief Financial Officer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]


TRADEMARK
REEL: 006268 FRAME: 0826


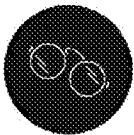
GOLDMAN SACHS BANK USA, as Collateral Agent




By: 
Authorized Signatory

Schedule I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

	Owner	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Jurisdiction
1.	Capital Vision Services, LP	MYEYEDR.	2,672,981	1/7/2003	76/220,503	3/6/2001	United States
2.	Capital Vision Services, LP	DOCTORS VISION CENTER	2,007,443	10/15/1996	74/576,319	9/21/1994	United States
3.	Capital Vision Services, LP	WE PUT THE DOCTOR IN VISION CARE	2,202,801	11/10/1998	75/351,143	9/3/1997	United States
4.	Capital Vision Services, LP	 The Center For Visual Learning At Doctors Vision Center	2,185,540	9/1/1998	75/267,721	3/19/1997	United States
5.	Capital Vision Services, LP	EYE CARE ASSOCIATES	3,201,362	1/23/2007	78/817,627	2/7/2006	United States
6.	Capital Vision Services, LP	HIGH PERFORMANCE VISION	3,911,877	1/25/2011	77/803,816	8/13/2009	United States
7.	Capital Vision Services, LP	 TRIANGLE EYE INSTITUTE	4,391,014	8/27/2013	85/752,531	10/12/2012	United States

	Owner	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Jurisdiction
8.	Capital Vision Services, LP	DRS. ON SIGHT	2,946,412	5/03/2005	76/396,220	4/11/2002	United States
9.	Capital Vision Services, LP	DOCTORS ON SIGHT	2,776,640	10/21/2003	76/400,451	4/26/2002	United States
10.	Capital Vision Services, LP		2,886,083	9/21/2004	76/547,906	9/29/2003	United States
11.	Capital Vision Services, LP	STARFRAMES	3,422,721	5/06/2008	77/289,155	9/26/2007	United States
12.	Capital Vision Services, LP		3,689,188	9/29/2009	77/690,638	3/13/2009	United States
13.	Capital Vision Services, LP	EYE FIT VISION CENTERS	4,369,247	7/16/2013	85/435,571	9/29/2011	United States
14.	Capital Vision Services, LP	EYE FIT VISION CENTERS	4,617,881	10/07/2014	85/492,094	12/09/2011	United States
15.	Capital Vision Services, LP	SPEXWELLNESS	4,332,830	5/07/2013	85/586,222	4/02/2012	United States

	Owner	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Jurisdiction
16.	Capital Vision Services, LP	EYE EXPRESS	4,775,733	7/21/2015	86/384,191	9/03/2014	United States
17.	Capital Vision Services, LP		4,775,734	7/21/2015	86/384,208	9/03/2014	United States
18.	Capital Vision Services, LP		4,775,735	7/21/2015	86/384,226	9/03/2014	United States
19.	Capital Vision Services, LP		3,277,405	8/07/2007	78/717,487	9/21/2005	United States
20.	Capital Vision Services, LP	EYEOPTIX ²	3,336,508	11/13/2007	78/717,472	9/21/2005	United States

TRADEMARK LICENSES

None.

¹ This trademark has expired and is in the grace period for renewal filing. Company does not intend to file for renewal and will let it lapse in due course.

² This trademark has expired and is in the grace period for renewal filing. Company does not intend to file for renewal and will let it lapse in due course.