

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CEI Vision Partners, LLC		05/25/2018	Limited Liability Company: DELAWARE
Northmark Medical Management, LLC		05/25/2018	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Ally Bank		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Private Bank: UTAH		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2999770	LEADERS IN EYE CARE, EXPERTS IN LASIK	
Registration Number:	2918659	CEI	
Registration Number:	5233409	NORTHMARK MEDICAL PARTNERS	
Serial Number:	87785775	CEI HEALTHCARE PARTNERS	
Serial Number:	87785768	CEI VISION PARTNERS	
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:	nancy.wiford@wolterskluwer.com		
Correspondent Name:	Nancy Wiford		
Address Line 1:	4400 Easton Commons, Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Deirdre Mangan		
SIGNATURE:	/Deirdre Mangan/		
DATE SIGNED:	05/25/2018		
Total Attachments: 7			

OP \$140.00 2999770

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CEI VISION PARTNERS, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 25, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ally Bank

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA Zip: 10022

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Private Bank Citizenship Utah

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule I attached to the Trademark Security Agreement

See Schedule I attached to the Trademark Security Agreement

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule I attached to the Trademark Security Agreement

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Deirdre Mangan

Internal Address: Chapman and Cutler LLP

Street Address: 1270 Avenue of the Americas, 30th Floor

City: New York

State: New York Zip: 10020

Phone Number: 212.655.3372

Docket Number: _____

Email Address: dmangan@chapman.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Deirdre Mangan

Signature

5/25/18

Date

Deirdre Mangan
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ADDENDUM TO TRADEMARKS COVER SHEET

1. Name and state of additional conveying parties:

(1) Name: NORTHMARK MEDICAL MANAGEMENT, LLC

State: Ohio

Type: limited liability company

Citizenship: Ohio

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of May 25, 2018, is made by **CEI VISION PARTNERS, LLC**, a Delaware limited liability company (“CEI”), and **NORTHMARK MEDICAL MANAGEMENT, LLC**, an Ohio limited liability company (“NMM”), as Grantors (together with each Person that becomes a Grantor hereunder pursuant to a joinder agreement, each, a “Grantor” and collectively, the “Grantors”), in favor of **ALLY BANK** (“Ally”), as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated or supplemented from time to time, the “Loan Agreement”), by and among **RCP CEI VISION HOLDINGS, LLC**, a Delaware limited liability company, as initial borrower (“Initial Borrower”), and immediately upon consummation of the Acquisition, CEI (and any other Borrower from time to time party thereto after the consummation of the Acquisition, together with CEI, individually and collectively, “Post-Acquisition Borrower”; for purposes of this Agreement, “Borrower” means (i) before consummation of Acquisition, the Initial Borrower, and (ii) upon and after consummation of the Acquisition, the Post-Acquisition Borrower), **CEI VISION PARTNERS HOLDINGS, LLC**, a Delaware limited liability company (“Holdings”), NMM, and any other Guarantor from time to time a party thereto or otherwise guaranteeing all or any part of the Obligations (together with Holdings and NMM, individually and collectively, “Guarantor”), the financial institution(s) listed on the signature pages thereof and their respective successors and Eligible Assignees (each individually a “Lender” and collectively “Lenders”) and Ally, for itself as a Lender and as Agent, (i) Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein and (ii) to secure the payment and performance of the Obligations, each Grantor has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lenders and Agent to enter into the Loan Agreement and to induce Lenders to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for the benefit of Agent and Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto (except for Excluded Assets);
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Agent.

Section 4. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement, and each Grantor hereby acknowledges and agrees 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 Loan 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 or conflict between this Agreement and the Loan Documents, the Loan Documents shall supersede this Agreement.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. This Agreement may be executed via telecopier, facsimile transmission or other electronic method.

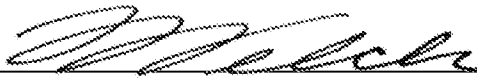
Section 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature pages follow]

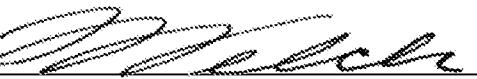
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

CEI VISION PARTNERS, LLC


By 
Name: Andrew Welch
Title: Vice President and Secretary

NORTHMARK MEDICAL MANAGEMENT, LLC

By 
Name: Andrew Welch
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

ALLY BANK, as Agent

By 
Name: Christopher Lee
Title: Authorized Signatory

SIGNATURE PAGE
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006336 FRAME: 0660

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

1. REGISTERED TRADEMARKS

Title	Owner	Filing Jurisdiction	Registration Date	Registration Number
Leaders in Eye Care, Experts in LASIK	CEI Vision Partners, LLC	US	09/27/2005	2999770
CEI	CEI Vision Partners, LLC	US	01/18/2005	2918659
NORTHMARK MEDICAL PARTNERS	Northmark Medical Management, LLC	US	06/17/2017	5233409

2. TRADEMARK APPLICATIONS

Title	Owner	Filing Jurisdiction	Filing Date	Serial Number
CEI HEALTHCARE PARTNERS	CEI Vision Partners, LLC	US	02/06/2018	87785775
CEI VISION PARTNERS	CEI Vision Partners, LLC	US	02/06/2018	87785768