

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM496745

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EYE HEALTH AMERICA, LLC		11/01/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WEBSTER BANK, N.A.		
<b>Street Address:</b>	200 ELM STREET, 3RD FLOOR		
<b>City:</b>	STAMFORD		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5326891	UP VISION	
<b>Registration Number:</b>	5469152	UPVISION	
<b>Registration Number:</b>	4104224	UPDEGRAFF LASIK VISION	
<b>Registration Number:</b>	4104225	PRECISION LASIK	
<b>Registration Number:</b>	4338877	LASER GUY	
<b>Registration Number:</b>	4338876	LASIK GUY	
<b>Registration Number:</b>	4342018	UPDEGRAFF LASER VISION	
<b>Registration Number:</b>	4334789	SEE THE DIFFERENCE	
<b>Registration Number:</b>	5265895	A BETTER WAY TO SEE	
<b>Registration Number:</b>	4236908	UPDEGRAFF LASIK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>			
<b>Phone:</b>	216-586-3939		
<b>Email:</b>	pcyngier@jonesday.com		
<b>Correspondent Name:</b>	KRISTA MANCINI		
<b>Address Line 1:</b>	901 LAKESIDE AVENUE		
<b>Address Line 2:</b>	JONES DAY		

CH \$265.00 5326891

<b>Address Line 4:</b>	CLEVELAND, OHIO 44114-1190
<b>ATTORNEY DOCKET NUMBER:</b>	767325-600002
<b>NAME OF SUBMITTER:</b>	KRISTA MANCINI
<b>SIGNATURE:</b>	/KRISTA MANCINI/
<b>DATE SIGNED:</b>	11/05/2018
<b>Total Attachments: 5</b> source=EHA - Trademark Security Agreement (Executed)#page1.tif source=EHA - Trademark Security Agreement (Executed)#page2.tif source=EHA - Trademark Security Agreement (Executed)#page3.tif source=EHA - Trademark Security Agreement (Executed)#page4.tif source=EHA - Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2018, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Webster Bank, N.A. (“Webster”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 5, 2018 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Eye Health America, LLC, a Delaware limited liability company (the “Borrower”), Holdings, the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and Webster, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (to the extent not constituting Excluded Property) (the “Trademark Collateral”):

- (a) all of its registered and applied for Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (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.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty, Pledge and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty, Pledge and Security Agreement shall control.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Trademarks and IP Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty, Pledge and Security Agreement.

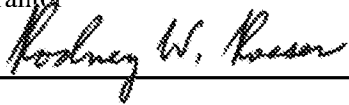
Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EYE HEALTH AMERICA, LLC,  
as Grantor

By: 

Name: Rodney W. Roeser  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

WEBSTER BANK, N.A.,  
as Agent,

By: Theresa Baker  
Name: Theresa Baker  
Title: Duly Authorized Signatory


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 006475 FRAME: 0040

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Eye Health America, LLC	5326891	11/7/2017	
Eye Health America, LLC	5469152	5/15/2018	UPVISION
Eye Health America, LLC	4104224	2/28/2012	UPDEGRAFF LASIK VISION
Eye Health America, LLC	4104225	2/28/2012	PRECISION LASIK
Eye Health America, LLC	4338877	5/21/2013	LASER GUY
Eye Health America, LLC	4338876	5/21/2013	LASIK GUY
Eye Health America, LLC	4342018	5/28/2013	UPDEGRAFF LASER VISION
Eye Health America, LLC	4334789	5/14/2013	SEE THE DIFFERENCE
Eye Health America, LLC	5265895	8/15/2017	A BETTER WAY TO SEE
Eye Health America, LLC	4236908	11/6/2012	UPDEGRAFF LASIK

TRADEMARK APPLICATIONS:

None.

IP LICENSES:

None.