

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM510126

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TLC Management (Delaware Valley), LLC		04/04/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding, LLC, as Agent		
<b>Street Address:</b>	227 West Monroe Street, Suite 5400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2186651	TRUST YOUR EYES TO EXPERIENCE.	
<b>Registration Number:</b>	3386547	KREMER EYE CENTER	
<b>Registration Number:</b>	2152607		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8438		
<b>Email:</b>	raquel.haleem@kattenlaw.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		
<b>SIGNATURE:</b>	/Raquel Haleem/		
<b>DATE SIGNED:</b>	02/14/2019		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of April 4, 2018, by TLC Management (Delaware Valley), LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING, LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, "Grantee"):

**W I T N E S S E T H**

WHEREAS, Grantor, Borrower, the other Loan Parties party thereto, the financial institutions party thereto from time to time, as Lenders, and Grantee have entered into that certain Credit Agreement dated as of September 22, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (collectively, the "Loans").

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 22, 2017 among Grantee, Grantor and the other Loan Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Guarantee and Collateral Agreement Controls. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(a) all of its Trademarks and all Intellectual Property Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule A 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.

4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TLC MANAGEMENT (DELAWARE VALLEY),  
LLC

By: 

Name: Christopher J. Quinn, O.D.

Title: President

Trademark Security Agreement

**TRADEMARK**  
**REEL: 006563 FRAME: 0174**

Agreed and Accepted  
As of the Date First Written Above:

**MADISON CAPITAL FUNDING LLC,**  
as Agent


By: Rebecca Shaoul  
Name: Rebecca Shaoul  
Title: Vice President

Trademark Security Agreement

**TRADEMARK**  
**REEL: 006563 FRAME: 0175**

**Schedule A**

**Trademark Registrations**

Trademark	Registration No.	Registration Date	Jurisdiction
Trust Your Eyes to Experience	No. 2,186,651	September 1, 1998	U.S.
Kremer Eye Center	No. 3,386,547	February 19, 2008	U.S.
	2152607	April 21, 1998	U.S.

**Trademark Applications**

None.

**Intellectual Property Licenses**

None.