

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503507

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Optomi, LLC		12/20/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK		
Street Address:	1155 Peachtree Street, 8th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5291063	PROVALUS	
Registration Number:	5300762	OPTOMI	
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>			
Phone:	404-873-8568		
Email:	nick.passarello@agg.com		
Correspondent Name:	Arnall Golden Gregory LLP		
Address Line 1:	171 17th St NW, Suite 2100		
Address Line 2:	Nick Passarello		
Address Line 4:	Atlanta, GEORGIA 30363-1031		
NAME OF SUBMITTER:	Nicholas Passarello		
SIGNATURE:	/Nicholas Passarello/		
DATE SIGNED:	12/27/2018		
Total Attachments: 5			
source=Suntrust - Optomi, LLC - PTO_Cover Sheet (signed)#page1.tif			
source=Trademark Security Agreement#page1.tif			
source=Trademark Security Agreement#page2.tif			

OP \$65.00 5291063

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2018, is made by the entity identified on the signature page hereto as Grantor (the "Grantor"), in favor of SUNTRUST BANK (the "Lender") in connection with the Revolving Credit Agreement, dated as of December 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among OPTOMI, LLC, a Delaware limited liability company ("Borrower") and Lender.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 20, 2018 in favor of Lender (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Credit Agreement and to induce Lender to make extensions of credit to Borrower thereunder, Grantor hereby agrees with Lender as follows:

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

2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby pledges and assigns as security to Lender and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Guaranty and Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Lender 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.

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

5. 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.

6. 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 Georgia.

7. Termination. This Trademark Security Agreement and the grant of a security interest in this Trademark Collateral and all of the rights, powers and remedies in connection herewith shall remain in full force and effect until the Secured Obligations have been paid in full and all Commitments have been terminated, whereupon this Trademark Security Agreement and the security interest provided hereunder shall automatically terminate and be of no further force or effect, and Lender shall, at the written request and the expense of Borrower, promptly release, reassign and transfer the Trademark Collateral to Grantor, without recourse, representation, warranty or other assurance of any kind, and declare this Trademark Security Agreement to be of no further force or effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

Very truly yours,

OPTOMI, LLC
a Delaware limited liability company

as Grantor

By: *Adam D'Eramo*
Name: Adam D'Eramo
Title: VP of Finance

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK

By: *Roy Mossy*
Name: Roy Mossy
Title: First Vice President

ACKNOWLEDGMENT OF GRANTOR

State of ~~Florida~~ Georgia)
County of Fulton) ss.

On this 28th day of December, 2018 before me personally appeared Adam D'Eramo, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Optomi, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Linda Boatwright
Notary Public



12820781v2

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
PROVALUS	87/363,611	3/8/2017	5291063	9/19/2017
OPTOMI	87/364,746	3/9/2017	5300762	10/3/2017

2. TRADEMARK APPLICATIONS

None

3. TRADEMARK LICENSES

None