

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthy Eyes Advantage Holdings, Inc.		02/22/2019	Corporation: DELAWARE
Healthy Eyes Advantage, Inc.		02/22/2019	Corporation: DELAWARE
Block Buying Group LLC		02/22/2019	Limited Liability Company: FLORIDA
HMI Buying Group, Inc.		02/22/2019	Corporation: MISSISSIPPI
C & E Vision Services, Inc.		02/22/2019	Corporation: CALIFORNIA
Vision West, Inc.		02/22/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ally Bank, as Agent		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88223290	HEALTHY EYES ADVANTAGE	
Serial Number:	88223759	HEA	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	404-443-5647		
Email:	cfraser@mcguirewoods.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1230 Peachtree Street, NE		
Address Line 2:	MCGUIREWOODS LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2072108.0018-Healthy Eyes		

OP \$65.00 88223290

NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	02/22/2019
Total Attachments: 6 source=Ally trademark#page1.tif source=Ally trademark#page2.tif source=Ally trademark#page3.tif source=Ally trademark#page4.tif source=Ally trademark#page5.tif source=Ally trademark#page6.tif	

**GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

February 22, 2019

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of Healthy Eyes Advantage Holdings, Inc., a Delaware corporation (“Holdings”), Healthy Eyes Advantage, Inc., a Delaware corporation (“HEA”), Block Buying Group LLC, a Florida limited liability company (“BBG”), HMI Buying Group, Inc., a Mississippi corporation (“HMI”), C & E Vision Services, Inc., a California corporation (“C&E”) and Vision West, Inc., a California corporation (“VWI”, and together with Holdings, HEA, BBG, HMI, and C&E, the “Grantors” and each a “Grantor”), hereby grants to Ally Bank, as Agent (the “Grantee”), with offices at 300 Park Avenue, 4th Floor, New York, New York 10022, a security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Patent and Trademark Collateral”), whether presently existing or hereafter arising or acquired which includes such Grantor’s rights to:

- (i) all of its United States patents and patent applications, including each U.S. patent and patent application referred to on Schedule A hereto;
- (ii) all of its United States trademarks, trademark registrations and trademark applications, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each U.S. trademark, trademark registration and trademark application referred to in Schedule B hereto;
- (iii) all renewals and extensions of the foregoing; and
- (iv) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark, including any Patent or Trademark listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark;

provided, however, that the Patent and Trademark Collateral shall not include and no security interest shall be deemed granted in any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or (c) in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a “Statement of Use” or “Amendment to Allege Use” is filed, has been deemed in conformance with 15 U.S.C. § 1051(a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Loan and Security Agreement among the Grantors, the Grantee and certain other parties dated as of November 1, 2017, as amended by that certain First Amendment to Loan and

Security Agreement dated as of March 15, 2018, and as further amended, restated, supplemented or otherwise modified from time to time (the "Loan and Security Agreement"). Each capitalized term used and not otherwise defined herein has the definition specified in the Loan and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest in United States Patents and Trademarks are deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall govern.

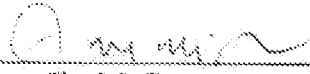
This Grant of Security Interest in United States Patents and Trademarks may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.

THE GRANTOR authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Grant of Security Interest in United States Patents and Trademarks.

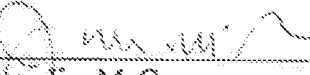
[Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Security Interest in United States Patents and Trademarks as of the day and year first above written.

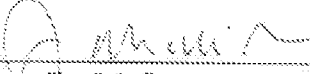
HEALTHY EYES ADVANTAGE HOLDINGS, INC., as Grantor

By: 
Name: Jim McGrann
Title: Chief Executive Officer

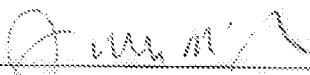
HEALTHY EYES ADVANTAGE, INC., as Grantor

By: 
Name: Jim McGrann
Title: Chief Executive Officer

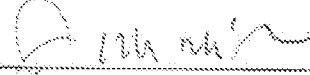
BLOCK BUYING GROUP LLC

By: 
Name: Jim McGrann
Title: Chief Executive Officer

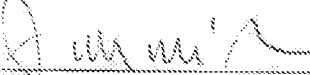
HMI BUYING GROUP, INC.

By: 
Name: Jim McGrann
Title: Chief Executive Officer

C & E VISION SERVICES, INC.

By: 
Name: Jim McGrann
Title: Chief Executive Officer

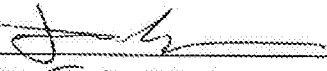
VISION WEST, INC.

By: 
Name: Jim McGrann
Title: Chief Executive Officer

(Signature page to Grant of Security Interest in United States Patents and Trademarks)

Agreed and Accepted:

ALLY BANK, as Agent and Grantee

By: 
Name: *Judith Langman*
Title: Authorized Signatory

Schedule A
to Grant of Security Interest in United States Patents and Trademarks
Patents and Patent Applications

None.

Schedule B
to Grant of Security Interest in United States Patents and Trademarks

Trademarks

None.

Trademark Applications

<u>Owner</u>	<u>Serial No.</u>	<u>Country</u>	<u>Application Date</u>	<u>Mark</u>
Healthy Eyes Advantage, Inc.	88223290	USA	December 10, 2018	Healthy Eyes Advantage (character mark)
Healthy Eyes Advantage, Inc.	88223759	USA	December 12, 2018	HEA (drawing/design)