

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lombart Brothers, Inc.		02/15/2019	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Administrative Agent		
Street Address:	100 S. Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	87936973	ULTRA M	
Serial Number:	87899646	M	
Serial Number:	87899664	ION IMAGING	
Serial Number:	87899679	XFRACTION	
Serial Number:	87899709	OPD-SCAN	
Serial Number:	87900079	THE LEADER IN VISION DIAGNOSTICS	
Serial Number:	87897849	EPIC	
Serial Number:	87897876	M	
Serial Number:	87897897	M MARCO IDOC	
Serial Number:	87853615	MARCO	
Serial Number:	85648844	XFRACTION	
Serial Number:	85128154	CENTRICORE	
Serial Number:	85128158	PREVIEW	
Serial Number:	77783775	THE DIFFERENCE IS MARCO	
Serial Number:	75304463	M MARCO	
CORRESPONDENCE DATA			
Fax Number:	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>			

CH \$390.00 87936973

Phone: 312-577-8438
Email: raquel.haleem@kattenlaw.com
Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Raquel Haleem

SIGNATURE: /Raquel Haleem/

DATE SIGNED: 04/24/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 15, 2019, is entered into by **LOMBART BROTHERS, INC.**, a Virginia corporation (the "Grantor"), in favor of **GOLUB CAPITAL MARKETS LLC**, a Delaware limited liability company, as administrative agent (in such capacity, together with its successors and assigns, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademark registrations and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Amended and Restated Credit Agreement dated as of February 1, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, pursuant to which, among other things, Grantor has become obligated in respect of the Obligations; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of April 13, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee, for the benefit of itself and the other Secured Parties, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in and to all now owned or existing and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the payment of the Obligations, a continuing security interest in all of Grantor's 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 presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

This Trademark Security Agreement constitutes a Loan Document. This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

This Trademark Security Agreement shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York, without regard to conflicts of laws principles. The terms of Sections 12.9 (“Governing Law”) and 12.13 (“Waiver of Jury Trial”) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Remainder of page intentionally left blank; signature page follows.]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

LOMBART BROTHERS, INC.,
a Virginia corporation

By: 
Name: George Parry
Title: Vice President

Acknowledged:

GOLUB CAPITAL MARKETS LLC,
as Administrative Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant¹
ULTRA M	87936973	5/25/18	N/A	N/A	Pending	Lombart Brothers, Inc.
M Design	87899646	4/30/18	N/A	N/A	Pending	Lombart Brothers, Inc.
ION IMAGING and Design	87899664	4/30/18	5617370	11/27/18	Registered	Lombart Brothers, Inc.
XFRACTION	87899679	4/30/18	N/A	N/A	Published (Pending)	Lombart Brothers, Inc.
OPD-SCAN	87899709	4/30/18	N/A	N/A	Pending	Lombart Brothers, Inc.
THE LEADER IN VISION DIAGNOSTICS	87900079	4/30/18	N/A	N/A	Pending	Lombart Brothers, Inc.
EPIC	87897849	4/27/18	5607183	11/13/18	Registered	Lombart Brothers, Inc.
M Design	87897876	4/27/18	N/A	N/A	Published (Pending)	Lombart Brothers, Inc.
M MARCO IDOC and Design	87897897	4/27/18	5617364	11/27/18	Registered	Lombart Brothers, Inc.
MARCO	87853615	3/28/18	5615620	11/27/18	Registered	Lombart Brothers, Inc.
XFRACTION	85648844	6/11/12	4506171	4/1/14	Registered	Lombart Brothers, Inc.
CENTRICORE	85128154	9/13/10	4150890	5/29/12	Registered	Lombart Brothers, Inc.
PREVIEW	85128158	9/13/10	4589015	8/19/14	Registered	Lombart Brothers, Inc.
THE DIFFERENCE IS MARCO	77783775	7/17/09	3760543	3/16/10	Registered	Lombart Brothers, Inc.
M MARCO and Design	75304463	6/6/97	2169538	6/30/98	Renewed (Registered)	Lombart Brothers, Inc.

¹ All Trademark Collateral owned by Marco Ophthalmic, Inc. is being transferred to Lombart Brothers, Inc. via an Assignment of Trademarks dated as of the date hereof.