

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538813

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA		08/29/2019	A State Chartered Bank: NEW YORK

RECEIVING PARTY DATA

Name:	Capital Vision Services, LP
Street Address:	1950 Old Gallows Road, Suite 520
City:	Vienna
State/Country:	VIRGINIA
Postal Code:	22182
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2672981	MYEYEDR.
Registration Number:	2007443	DOCTORS VISION CENTER
Registration Number:	2202801	WE PUT THE DOCTOR IN VISION CARE
Registration Number:	2185540	THE CENTER FOR VISUAL LEARNING AT DOCTOR
Registration Number:	3201362	EYE CARE ASSOCIATES
Registration Number:	3911877	HIGH PERFORMANCE VISION
Registration Number:	4391014	TRIANGLE EYE INSTITUTE
Registration Number:	2946412	DRS. ON SIGHT
Registration Number:	2776640	DOCTORS ON SIGHT
Registration Number:	2886083	
Registration Number:	3422721	STARFRAMES
Registration Number:	3689188	
Registration Number:	4369247	EYE FIT VISION CENTERS
Registration Number:	4617881	EYE FIT VISION CENTERS
Registration Number:	4332830	SPEXWELLNESS
Registration Number:	4775733	EYE EXPRESS
Registration Number:	4775734	EYE EXPRESS OPHTHALMOLOGY · OPTOMETRY
Registration Number:	4775735	EYE EXPRESS STYLE..FASHION..WITH MEDICAL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3277405	
Registration Number:	3336508	EYEOPTIX

CORRESPONDENCE DATA

Fax Number:

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.

Phone: (212) 701-3365
Email: ecarrera@cahill.com
Correspondent Name: Elaine Carrera, Senior Paralegal
Address Line 1: 80 Pine Street
Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	1123755
NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/29/2019

Total Attachments: 6

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (the “*Release*”) dated August 29, 2019, is made in favor of CAPITAL VISION SERVICES, LP, a Delaware limited partnership (the “*Grantor*”), by Goldman Sachs Bank USA, as administrative agent and collateral agent (in such capacity, the “*Collateral Agent*”). All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Second Lien Collateral Agreement (as defined below) or the Intellectual Property Security Agreements (as defined below), as applicable.

WHEREAS, CVS Holdings I, LP, a Delaware limited partnership (the “*Borrower*”), MED Intermediate, LP, a Delaware limited partnership (“*Holdings*”), the Grantor, the lenders party thereto and the Collateral Agent entered into that certain Second Lien Credit Agreement, dated as of February 6, 2018 (as amended, restated, amended and restated, replaced, supplemented and/or modified from time to time prior to the date hereof, the “*Second Lien Credit Agreement*”).

WHEREAS, in connection with the Second Lien Credit Agreement, the Borrower, Holdings, the Grantor, and the Collateral Agent entered into that certain Second Lien Collateral Agreement, dated as of February 6, 2018 (as amended, restated, amended and restated, replaced, supplemented and/or modified from time to time prior to the date hereof, the “*Second Lien Collateral Agreement*”).

WHEREAS, under the terms of the Second Lien Collateral Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of Grantor’s right, title and interest in, to and under certain intellectual property of the Grantor, and the Grantor and the Collateral Agent executed and delivered the (i) Second Lien Trademark Security Agreement, dated as of February 6, 2018, among Capital Vision Services, LP, as a Grantor, and the Collateral Agent, which was filed and recorded on February 7, 2018 with the United States Patent and Trademark Office at Reel/Frame 6268/0823 and (ii) Second Lien Copyright Security Agreement, dated as of February 6, 2018, among Capital Vision Services, LP, as a Grantor, and the Collateral Agent, which was recorded with the United States Copyright Office on February 16, 2018 at document number V9955 D312 (all of the foregoing as amended and restated, supplemented or otherwise modified from time to time and, collectively, the “*Intellectual Property Security Agreements*”) in favor of the Collateral Agent for the benefit of the Secured Parties.

WHEREAS, the Collateral Agent now desires to release its security interest in and to the Collateral (including the Intellectual Property provided in Schedules A and B attached hereto) in accordance with the Second Lien Collateral Agreement and the Intellectual Property Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

SECTION 1. Release of Grant of Security. The Collateral Agent hereby releases to the Grantor its entire right, title and interest in, and reassigns to the Grantor, without

representation or warranty of any kind, any and all right, title and interest in and to the Collateral, including the Intellectual Property listed on Schedules A and B granted to it pursuant to the Second Lien Collateral Agreement and Intellectual Property Security Agreements.

SECTION 2. Recordation. The Collateral Agent authorizes and requests that the applicable officials of the United States Copyright Office and the United States Patent and Trademark Office record this Release.

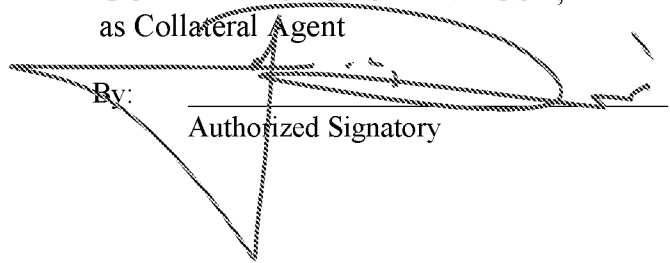
SECTION 3. Execution in Counterparts. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GOLDMAN SACHS BANK USA,
as Collateral Agent

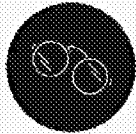



By:  _____
Authorized Signatory

SCHEDULE A

Release of Reel/Frame 6268/0823

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

Owner	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Jurisdiction
Capital Vision Services, LP	MYEYEDR.	2,672,981	1/7/2003	76/220,503	3/6/2001	United States
Capital Vision Services, LP	DOCTORS VISION CENTER	2,007,443	10/15/1996	74/576,319	9/21/1994	United States
Capital Vision Services, LP	WE PUT THE DOCTOR IN VISION CARE	2,202,801	11/10/1998	75/351,143	9/3/1997	United States
Capital Vision Services, LP	 The Center For Visual Learning At Doctors Vision Center	2,185,540	9/1/1998	75/267,721	3/19/1997	United States
Capital Vision Services, LP	EYE CARE ASSOCIATES	3,201,362	1/23/2007	78/817,627	2/7/2006	United States
Capital Vision Services, LP	HIGH PERFORMANCE VISION	3,911,877	1/25/2011	77/803,816	8/13/2009	United States
Capital Vision Services, LP	 TRIANGLE EYE INSTITUTE	4,391,014	8/27/2013	85/752,531	10/12/2012	United States
Capital Vision Services, LP	DRS. ON SIGHT	2,946,412	5/03/2005	76/396,220	4/11/2002	United States
Capital Vision Services, LP	DOCTORS ON SIGHT	2,776,640	10/21/2003	76/400,451	4/26/2002	United States
Capital Vision Services, LP		2,886,083	9/21/2004	76/547,906	9/29/2003	United States
Capital Vision Services, LP	STARFRAMES	3,422,721	5/06/2008	77/289,155	9/26/2007	United States

Owner	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Jurisdiction
Capital Vision Services, LP		3,689,188	9/29/2009	77/690,638	3/13/2009	United States
Capital Vision Services, LP	EYE FIT VISION CENTERS	4,369,247	7/16/2013	85/435,571	9/29/2011	United States
Capital Vision Services, LP	EYE FIT VISION CENTERS	4,617,881	10/07/2014	85/492,094	12/09/2011	United States
Capital Vision Services, LP	SPEXWELLNESS	4,332,830	5/07/2013	85/586,222	4/02/2012	United States
Capital Vision Services, LP	EYE EXPRESS	4,775,733	7/21/2015	86/384,191	9/03/2014	United States
Capital Vision Services, LP		4,775,734	7/21/2015	86/384,208	9/03/2014	United States
Capital Vision Services, LP		4,775,735	7/21/2015	86/384,226	9/03/2014	United States
Capital Vision Services, LP		3,277,405	8/07/2007	78/717,487	9/21/2005	United States
Capital Vision Services, LP	EYE OPTIX ²	3,336,508	11/13/2007	78/717,472	9/21/2005	United States

¹ This trademark has expired and is in the grace period for renewal filing. Company does not intend to file for renewal and will let it lapse in due course.

² This trademark has expired and is in the grace period for renewal filing. Company does not intend to file for renewal and will let it lapse in due course.

SCHEDULE B

Release of V9955 D312

U.S. COPYRIGHTS

Owner	Title	Reg #	Reg Date
Capital Vision Services, LP	Patient Satisfaction Survey	TX0007115872	7/29/2009
Capital Vision Services, LP	New Patient Satisfaction Survey	TX0007513141	3/1/2012
Capital Vision Services, LP	Previous Patient Satisfaction Survey	TX0007513139	3/1/2012
Capital Vision Services, LP	Optical & Contact Lens Dispensary Satisfaction Survey	TX0007513135	3/1/2012