

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538816

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Capital Vision Services, LP		08/29/2019	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2776640	DOCTORS ON SIGHT
Registration Number:	2007443	DOCTORS VISION CENTER
Registration Number:	2946412	DRS. ON SIGHT
Registration Number:	3201362	EYE CARE ASSOCIATES
Registration Number:	2886083	
Registration Number:	4775733	EYE EXPRESS
Registration Number:	4775734	EYE EXPRESS OPHTHALMOLOGY · OPTOMETRY
Registration Number:	4775735	EYE EXPRESS STYLE..FASHION..WITH MEDICAL
Registration Number:	4369247	EYE FIT VISION CENTERS
Registration Number:	4617881	EYE FIT VISION CENTERS
Registration Number:	3689188	
Registration Number:	3911877	HIGH PERFORMANCE VISION
Registration Number:	2672981	MYEYEDR.
Registration Number:	4569537	OSSIP
Registration Number:	4573413	OSSIP
Registration Number:	4332830	SPEXWELLNESS
Registration Number:	4391014	TRIANGLE EYE INSTITUTE

OP \$440.00 2776640

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: 2127013365
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: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 29, 2019, is made by the entity listed as Grantor on the signature page hereto (the “**Grantor**”), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (the “**First Lien Agent**”).

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”, capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement), among the Grantor, the First Lien Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the First Lien Credit Agreement), the Grantor has assigned, pledged and granted to the First Lien Agent a continuing security interest in and to all of its Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto, in each case solely, to the extent the same constitute Collateral (the “**Trademarks**”). Until the Termination Date (as defined in the First Lien Credit Agreement), the First Lien Agent shall retain its security interest in the Trademarks granted herein and in the Security Agreement and any lien granted on any property granted hereunder shall automatically be released in accordance with Section 7.12 of the Security Agreement.

NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants the First Lien Agent a lien on and security interest in, all of its right, title and interest in, to and under the Trademarks.

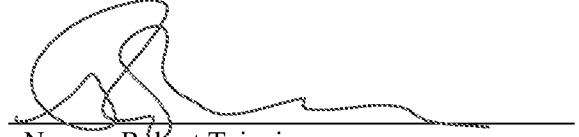
FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantor does not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement). Additionally, unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CAPITAL VISION SERVICES, LP

by

A handwritten signature in black ink, appearing to read 'Robert Teixeira', is written over a solid horizontal line. The signature is stylized and somewhat cursive.

Name: Robert Teixeira
Title: Chief Financial Officer





ACCEPTED AND ACKNOWLEDGED BY:



JEFFERIES FINANCE LLC,
as First Lien Agent

By:  _____
Name: Jason Kennedy
Title: Managing Director

**Schedule I
Trademarks**

U.S. Trademarks and Applications

Mark	Juris.	App. No.	App. Date	Reg. No	Reg. Date	Owner of Record
DOCTORS ON SIGHT	US	76/400,451	04/26/2002	2,776,640	10/21/2003	Capital Vision Services, LP
DOCTORS VISION CENTER	US	74/576,319	09/21/1994	2,007,443	10/15/1996	Capital Vision Services, LP
DRS. ON SIGHT	US	76/396,220	04/11/2002	2,946,412	05/03/2005	Capital Vision Services, LP
EYE CARE ASSOCIATES	US	78/817,627	02/17/2006	3,201,362	01/23/2007	Capital Vision Services, LP
Eye Design (Schaeffer) 	US	76/547,906	09/29/2003	2,886,083	09/21/2004	Capital Vision Services, LP
EYE EXPRESS	US	86/384,191	09/03/2014	4,775,733	07/21/2015	Capital Vision Services, LP
EYE EXPRESS STYLE OPTHALMOLOGY OPTOMETRY & Design 	US	86/384,208	09/03/2014	4,775,734	07/21/2015	Capital Vision Services, LP
EYE EXPRESS STYLE..FASHION..WITH MEDICAL PASSION & Design 	US	86/384,226	09/03/2014	4,775,735	07/21/2015	Capital Vision Services, LP
EYE FIT VISION CENTERS	US	85/435,571	09/29/2011	4,369,247	07/16/2013	Capital Vision Services, LP
EYE FIT VISION CENTERS	US	85/492,094	12/09/2011	4,617,881	10/07/2014	Capital Vision Services, LP
Eyeglasses Within a Circle Design 	US	77/690,638	03/13/2009	3,689,188	09/29/2009	Capital Vision Services, LP
HIGH PERFORMANCE VISION	US	77/803,816	08/13/2009	3,911,877	01/25/2011	Capital Vision Services, LP

MYEYEDR.	US	76/220,503	03/06/2001	2,672,981	01/07/2003	Capital Vision Services, LP
OSSIP	US	85/924,656	05/06/2013	4,569,537	07/15/2014	Capital Vision Services, LP
OSSIP & Design 	US	85/924,642	05/06/2013	4,573,413	07/22/2014	Capital Vision Services, LP
SPEXWELLNESS (Stylized)	US	85/586,222	04/02/2012	4,332,830	05/07/2013	Capital Vision Services, LP
TRIANGLE EYE INSTITUTE & Design 	US	85/752,531	10/12/2012	4,391,014	08/27/2013	Capital Vision Services, LP