

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM540710

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NEC MANAGEMENT, INC.		09/13/2019	Corporation: DELAWARE
UVP MANAGEMENT, LLC		09/13/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRESCENT AGENCY SERVICES LLC		
<b>Street Address:</b>	100 FEDERAL STREET		
<b>Internal Address:</b>	31ST FLOOR		
<b>City:</b>	BOSTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4520656	MINNESOTA EYE CONSULTANTS, P.A.	
<b>Registration Number:</b>	4826301	BE EYE WISE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	klathrop@proskauer.com		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2029 CENTURY PARK EAST, SUITE 2400		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	22283.051		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		
<b>DATE SIGNED:</b>	09/13/2019		
<b>Total Attachments: 6</b>			

CH \$65.00 4520656

source=UVP - Trademark Security Agreement (Executed)#page1.tif  
source=UVP - Trademark Security Agreement (Executed)#page2.tif  
source=UVP - Trademark Security Agreement (Executed)#page3.tif  
source=UVP - Trademark Security Agreement (Executed)#page4.tif  
source=UVP - Trademark Security Agreement (Executed)#page5.tif  
source=UVP - Trademark Security Agreement (Executed)#page6.tif

**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of September 13, 2019 (this “**Trademark Security Agreement**”), by UVP Management, LLC, a Delaware limited liability company, and NEC Management, Inc., a Delaware corporation (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of Crescent Agency Services LLC, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

**WITNESSETH:**

WHEREAS, the Grantors are party to a Security Agreement dated as of September 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

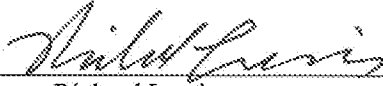
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

*[Signature pages follow]*

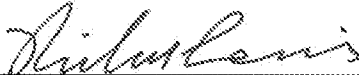
NEC MANAGEMENT, INC.

By:   
Name: Richard Lewis  
Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006744 FRAME: 0005**

UVP MANAGEMENT, LLC

By:   
Name: Richard Lewis  
Title: Chief Financial Officer and Secretary

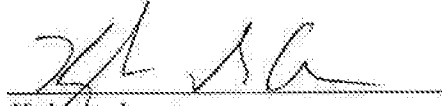
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006744 FRAME: 0006**

**CRESCENT AGENCY SERVICES LLC, as  
Administrative Agent**

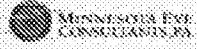
By: Crescent Capital Group LP, its Managing  
Member

By:   
Name: Michael Rogers  
Title: Managing Director

By:   
Name: Kyle Anderson  
Title: Vice President

**Schedule I**  
**Trademark Registrations and Use Applications**

**Registrations:**

<b>Owner</b>	<b>Mark/Name</b>	<b>Registration Date</b>	<b>Registration No.</b>
UVP Management, LLC	MINNESOTA EYE CONSULTANTS, P.A. 	April 29, 2014	4520656
NEC Management, Inc.	BE EYE WISE	October 6, 2015	4826301

**Applications:**

N/A.