

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540752

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME NO.: 6469/0193		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADISON CAPITAL FUNDING LLC, AS AGENT		09/13/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NEC Management, Inc.		
Street Address:	2651 N. Harwood Street, Suite 120		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4826301	BE EYE WISE	
CORRESPONDENCE DATA			
Fax Number:	6508597500		
<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:	1 650 859 7021		
Email:	NATHALIE.LOC@KIRKLAND.COM		
Correspondent Name:	NATHALIE LOC		
Address Line 1:	3330 Hillview Avenue		
Address Line 2:	KIRKLAND & ELLIS, LLP		
Address Line 4:	PALO ALTO, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	42504-1		
NAME OF SUBMITTER:	NATHALIE LOC		
SIGNATURE:	/NATHALIE LOC/		
DATE SIGNED:	09/13/2019		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of September 13, 2019 (“Effective Date”) by Madison Capital Funding LLC (“Madison Capital”), as agent for all Lenders (as defined in the Credit Agreement referred to below) (in such capacity, the “Agent”) in favor of NEC Management, Inc., a Delaware corporation (the “Grantor”).

WHEREAS, Grantor and Agent entered into that certain Trademark Security Agreement dated as of October 26, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which the Grantor mortgaged, pledged and hypothecated to Agent, and granted to Agent, a security interest in all of the Grantor’s right, title and interest in and to the trademarks and trademark applications listed on Schedule 1 attached hereto (the “Trademarks”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 29, 2018 at Reel/Frame 6469/0193;

WHEREAS, Grantor has requested that Agent release its security interest in the Trademark Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, Agent has consented to the release of the security interest in the Trademarks and the other Trademark Collateral;

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

1. Agent’s security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement is hereby terminated and released.

2. To the extent Agent retains any such interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement, Agent hereby assigns, transfers and conveys to Grantor, all of Agent’s right, title and interest, now owned, that it may have whether by assignment or otherwise, in and to any security interest granted pursuant to the Trademark Security Agreement in the each of the Trademarks. Such assignment, transfer and conveyance by Agent is made without any representation or warranty (express or implied) by Agent.

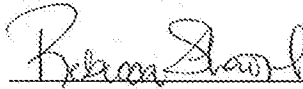
3. Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantor. Agent authorizes Grantor (or its agent or designee) to file such documentation with any applicable United States government officer as is necessary to effect the releases of the Trademark Collateral granted under the Trademark Security Agreement.

4. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

5. THIS RELEASE SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Rebecca Shaoul
Title: Director

NEC MANAGEMENT, INC. /
UVP MANAGEMENT, LLC
Release of Security Interest in Trademarks
Signature Page

TRADEMARK
REEL: 006744 FRAME: 0506

SCHEDULE 1

U.S. TRADEMARKS

Trademark	Application No.	Application Date	Registration Number	Registration Date
BE EYE WISE	86535684	2/16/2015	4826301	10/6/2015

Schedule 1