

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shoreline Ophthalmology, PLLC	FORMERLY Shoreline Ophthalmology, P.C.	02/18/2020	Professional Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Blue Sky Vision, LLC		
Street Address:	4020 E. Beltline Avenue NE		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49525		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3394385	SHORELINE VISION VISION CARE. FOR LIFE.	
Registration Number:	3394386	SHORELINE VISION	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	060963-0004		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	02/19/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by the SHORELINE OPHTHALMOLOGY, PLLC, a Michigan professional limited liability company (the “Grantor”) in favor of BLUE SKY VISION, LLC (f/k/a Great Lakes MSO, LLC) (“Secured Party”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Management Services Agreement (as defined below).

WHEREAS, the Grantor, as practice, the members of the practice party thereto, and Secured Party, as manager, have entered into that certain Management Services Agreement, dated as of January 5, 2018 (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the “Management Services Agreement”), pursuant to which Grantor engaged the Secured Party to provide non-clinical management services as are necessary, desirable and appropriate for the day-to-day management of the non-medical aspects of the Grantor’s practice.

WHEREAS, under the terms of the Management Services Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, its intellectual property, and in connection therewith executes this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. The Grantor hereby collaterally assigns and transfers to Secured Party, and hereby grants to Secured Party a security interest in all of the Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) all intellectual property, including the registered and pending trademarks in the United States Patent and Trademark Office that are set forth in Schedule A hereto;
- (b) all proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of the Management Fee or any other sum which may be due to Manager under the Management Services Agreement by the Grantor now or hereafter existing whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Grantor, the payment of all amounts that constitute the Management Fee or any other sum which may be due the Secured Party under the Management Services Agreement and that would be owed by the Grantor to Secured Party but for the fact that such obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor party hereto for the purpose of recording the grant of security interest herein with

the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or in "pdf" format through electronic mail of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Management Services Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Management Services Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan. The provisions of Sections 9.8, 9.9 and 9.17 of the Management Services Agreement pertaining to governing law, consent to jurisdiction, service of process and waiver of jury trial are incorporated herein, mutatis mutandis.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Trademark Security Agreement shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Trademark Security Agreement.

[Signature Pages Follow]

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

SHORELINE OPHTHALMOLOGY, PLLC, as
Grantor

By: Thomas E Damuth MD
Name: Thomas E. Damuth, M.D.
Title: President

[Signature Page to Trademark Security Agreement]

BLUE SKY VISION, LLC, as Secured Party



By: _____

Name: Daniel Shoemaker

Title: President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark	Application Number	Filing Date	Registration Number	Issue Date
SHORELINE VISION VISION CARE. FOR LIFE	77195580	6/1/2007	3394385	3/11/2008
SHORELINE VISION	77195722	6/1/2007	3394386	3/11/2008