

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562804

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLARKSON EYECARE, LLC		02/18/2020	Limited Liability Company: MISSOURI
ECC NC, LLC		02/18/2020	Limited Liability Company: NORTH CAROLINA
ECP GEORGIA, LLC		02/18/2020	Limited Liability Company: GEORGIA
ECP ILLINOIS, LLC		02/18/2020	Limited Liability Company: ILLINOIS
ECP KANSAS, LLC		02/18/2020	Limited Liability Company: KANSAS
NATIONWIDE VISION CENTER, LLC		02/18/2020	Limited Liability Company: ARIZONA
RINKOV EYECARE CENTERS, LLC		02/18/2020	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC, as Collateral Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: ENGLAND

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2401245	CLARKSON EYECARE
Registration Number:	2267035	CLARKSON EYECARE
Registration Number:	2263013	
Registration Number:	3382478	CLARKSONCONTACTS
Registration Number:	3863598	GROWCMS
Registration Number:	2983128	IT'S HOW YOU SEE.
Registration Number:	4625511	EYECARE 360
Registration Number:	4645140	CLARKSON EYECARE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1215373	E
Registration Number:	3404579	E EYECARECENTER
Registration Number:	3754126	E EYECARECENTER
Registration Number:	4070261	EYE ELEMENTS
Registration Number:	4063164	
Registration Number:	4908020	EE
Registration Number:	4908022	EYE ELEMENTS
Registration Number:	4813665	QUANTUM VISION
Registration Number:	4813666	QUANTUM VISION
Registration Number:	4702358	WE PUT LIVES IN FOCUS
Registration Number:	4580136	
Registration Number:	4818702	
Registration Number:	4690978	WE PUT LIVES IN FOCUS
Registration Number:	3161594	FRESH EYES
Registration Number:	5160013	THE EYEDOCTORS OPTOMETRISTS
Registration Number:	5971617	NWO NATIONWIDE OPTOMETRY
Registration Number:	5678925	N NATIONWIDE VISION
Registration Number:	1543021	NATIONWIDE VISION CENTER
Registration Number:	4436648	CARE : 20 20 : LIFE
Registration Number:	4434227	20-POINT EYE EXAMINATION

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1189176 TM 2L
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	02/19/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of February 18, 2020, is made by (i) Clarkson Eyecare, LLC, a Missouri limited liability company, (ii) ecc NC, LLC, a North Carolina limited liability company, (iii) ECP Georgia, LLC, a Georgia limited liability company, (iv) ECP Illinois, LLC, an Illinois limited liability company, (v) ECP Kansas, LLC, a Kansas limited liability company, (vi) Nationwide Vision Center, LLC, an Arizona limited liability company, and (vii) Rinkov Eyecare Centers, LLC, an Ohio limited liability company (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of BARCLAYS BANK PLC, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Second Lien Security Agreement, dated as of February 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under its registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement 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. Delivery of an executed signature page to this

Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

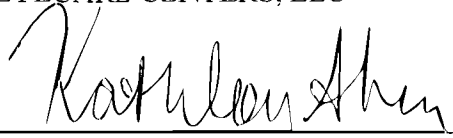
SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. 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 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

CLARKSON EYECARE, LLC
ECC NC, LLC
ECP GEORGIA, LLC
ECP ILLINOIS, LLC
ECP KANSAS, LLC
NATIONWIDE VISION CENTER, LLC
RINKOV EYECARE CENTERS, LLC

By: 

Name: Kathleen Shea
Title: Chief Financial Officer

Accepted and Agreed:

BARCLAYS BANK PLC, as Collateral Agent

By: 

Name:

EMILY KNICKEL

Title:

AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

SCHEDULE A

<u>Current Owner</u>	<u>Mark Name</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
Clarkson Eyecare, LLC	CLARKSON EYECARE	75/486,989	05/18/1998	2,401,245	11/07/2000	U.S.
Clarkson Eyecare, LLC	CLARKSON EYECARE (and design)	75/496,177	6/4/1998	2,267,035	08/03/1999	U.S.
Clarkson Eyecare, LLC	DESIGN (Eye)	75/496,178	06/04/1998	2,263,013	07/20/1999	U.S.
Clarkson Eyecare, LLC	CLARKSONCON TACTS	77/023,076	10/17/2006	3,382,478	02/12/2008	U.S.
Clarkson Eyecare, LLC	GROWCMS	77/954,121	03/09/2010	3,863,598	10/19/2010	U.S.
Clarkson Eyecare, LLC	IT'S HOW YOU SEE.	78/393,072	03/30/2004	2,983,128	08/09/2005	U.S.
Clarkson Eyecare, LLC	EYECARE 360 (and design)	85/806,906	12/19/2012	4,625,511	10/21/2014	U.S.
Clarkson Eyecare, LLC	CLARKSON EYECARE (and design)	86/260,555	04/23/2014	4,645,140	11/25/2014	U.S.
ECC NC, LLC	E (and design)	73/317,298	07/01/1981	1,215,373	11/02/1982	U.S.
ECC NC, LLC	E EYECARE CENTER (and design)	77/194,300	05/31/2007	3,404,579	04/01/2008	U.S.
ECC NC, LLC	E EYECARE CENTER (and design)	77/758,317	6/12/2009	3,754,126	03/02/2010	U.S.
ECP Georgia, LLC	EYE ELEMENTS	85/304,733	4/26/2011	4,070,261	12/13/2011	U.S.
ECP Georgia, LLC	EE (and design)	85/304,765	04/26/2011	4,063,164	11/29/2011	U.S.
ECP Georgia, LLC	EE (and design)	86/670,288	06/22/2015	4,908,020	03/01/2016	U.S.
ECP Georgia, LLC	EYE ELEMENTS	86/670,323	06/22/2015	4,908,022	03/01/2016	U.S.
ECP Illinois, LLC	QUANTUM VISION	86/164,221	01/13/2014	4,813,665	09/15/2015	U.S.
ECP Illinois, LLC	QUANTUM VISION	86/164,227	01/13/2014	4,813,666	09/15/2015	U.S.
ECP Illinois, LLC	WE PUT LIVES IN FOCUS	86/167,493	01/16/2014	4,702,358	03/17/2015	U.S.

<u>Current Owner</u>	<u>Mark Name</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
ECP Illinois, LLC	(DESIGN ONLY) Stylized depiction of an incomplete eye	86/167,634	01/16/2014	4,580,136	08/05/2014	U.S.
ECP Illinois, LLC	(DESIGN ONLY) Stylized depiction of an incomplete eye	86/168,853	01/17/2014	4,818,702	09/22/2015	U.S.
ECP Illinois, LLC	WE PUT LIVES IN FOCUS	86/191,352	02/12/2014	4,690,978	02/24/2015	U.S.
ECP Kansas, LLC	FRESH EYES	78/499,150	10/13/2004	3,161,594	10/24/2006	U.S.
ECP Kansas, LLC	THE EYEDOCTORS OPTOMETRISTS (and Design)	87/112,937	07/22/2016	5,160,013	03/14/2017	U.S.
Nationwide Vision Center, LLC	NWO NATIONWIDE OPTOMETRY	88/477617	06/18/2019	5,971,617	01/28/2020	U.S.
Nationwide Vision Center, LLC	N Nationwide Vision (design plus words, letters and/or numbers)	88/000,127	06/14/2018	5,678,925	2/19/2019	U.S.
Nationwide Vision Center, LLC	Nationwide Vision Center (word mark)	73/686,741	09/28/1987	1,543,021	6/6/1989	U.S.
Rinkov Eyecare Centers, LLC	CARE : 20 20 : LIFE	85/960,811	06/15/2013	4,436,648	11/19/2013	U.S.
Rinkov Eyecare Centers, LLC	20-POINT EYE EXAMINATION	85/971,234	06/27/2013	4,434,227	11/12/2013	U.S.