

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Sky Vision, LLC		02/18/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Agent		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor, Attention: Legal Department		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5829874	EYE CARE YOU TRUST, FOR THE ONES YOU LOV	
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:	02/25/2020		
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 Blue Sky Vision, LLC (the “Grantor”) in favor of Cortland Capital Market Services LLC (“Cortland”), as Agent (the “Agent”) for the Lenders. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Guarantee and Collateral Agreement referred to therein.

WHEREAS, GRO Sub Holdco, LLC, a Delaware limited liability company (“GRO Sub Holdco”), Shoreline GRO Ophthalmology, Inc., a Delaware corporation (“Shoreline GRO”), GRO Intermediate Holdco, LLC, a Delaware limited liability company (together with GRO Sub Holdco and Shoreline GRO, “Borrowers”, and each individually a “Borrower”), the Grantor, the other Loan Parties party thereto, the financial institutions party thereto from time to time (“Lenders”) and Cortland, as Agent, have entered into the Credit Agreement, dated as of February 18, 2020 (the “Closing Date”) (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Guarantee and Collateral Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed as a condition thereof to execute 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 Agent, and hereby grants to Agent, for the ratable benefit of Lenders and the other holders of Secured Obligations, a security interest in all of the Grantor’s right, title and interest in and to the following (the “Collateral”), in each case, other than Excluded Property:

- (a) all Trademarks, including the registered and pending Trademarks in the United States Patent and Trademark Office that are set forth in Schedule A hereto (excluding any Excluded Property);
- (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 all Secured Obligations of 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 part of the secured Obligations and that would be owed by the Grantor to any Lender but for the fact that such Secured 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 Guarantee and Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.


SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Sections 8.11, 8.12 and 8.13 of the Guarantee and Collateral 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, each 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.

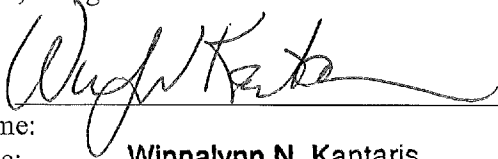
BLUE SKY VISION, LLC, as Grantor

By: 
Name: Daniel Shoemaker
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006873 FRAME: 0175

**CORTLAND CAPITAL MARKET SERVICES
LLC, as Agent**

By: 
Name: _____
Title: **Winnalynn N. Kantaris**
Associate General Counsel

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark	Application Number	Filing Date	Registration Number	Issue Date
EYE CARE YOU TRUST, FOR THE ONES YOU LOVE	87931558	5/22/2018	5829874	8/6/2019