

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM565265

<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>
FYi Eye Care Services and Products Inc.		03/04/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital Markets LLC, as Agent		
<b>Street Address:</b>	100 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87266682	FYIDOCTORS	
<b>Serial Number:</b>	87266700	FYIDOCTORS	
<b>Serial Number:</b>	87257804	FYI	
<b>Serial Number:</b>	87202711	VISIQUE	
<b>Serial Number:</b>	87452436	BIENVUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	053644-0228		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/ Angela M. Amaru		
<b>DATE SIGNED:</b>	03/04/2020		

CH \$140.00 87266682

**Total Attachments: 12**

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## CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 4, 2020 (this "Agreement"), among FYi Eye Care Services and Products Inc. and Factory Optical Holdings Inc. (each, a "Grantor") and Golub Capital Markets LLC, as administrative agent and collateral agent (in such capacities, the "Agent") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Canadian Pledge and Security Agreement, dated as of March 4, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among, inter alios, the Grantors and the Agent. The Lenders (as defined below) have extended credit to FYi Optical Acquisitions Inc., an Alberta corporation (to be succeeded by FYi Eye Care Services and Products Inc., upon consummation of the Amalgamation, the "Initial Canadian Borrower"), FYi Medical Aesthetics Inc., an Alberta corporation (the "Aesthetics Borrower"), FYi USA Inc. (the "U.S. Borrower" and, together with the Initial Canadian Borrower and the Aesthetics Borrower, the "Borrowers") under the Credit Agreement, dated as of March 4, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit Agreement"), among, inter alios, the Borrowers, the lenders from time to time party thereto, as lenders (the "Lenders"), the Issuing Banks and Golub Capital Markets LLC, as administrative agent and collateral agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable, provided that, all terms, definitions and other provisions of the Credit Agreement incorporated by reference into this Agreement shall be determined as if such terms, definitions and other provisions were interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

**SECTION 2. Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favour of such Grantor and regardless of where located (collectively, the "IP Collateral"):

- (a) all Trademarks, including the Trademark registrations and registration applications in the Canadian Intellectual Property Office or the United States Patent and Trademark Office listed on Schedule I hereto, together with (a) all goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements, dilutions, or violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions or violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world; but excluding any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law;

- (b) all Patents, including the Patent registrations and pending applications in the Canadian Intellectual Property Office or the United States Patent and Trademark Office listed on Schedule II hereto; together with (a) all goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements, dilutions, or violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions or violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world;
- (c) all Copyrights, including the Copyright registrations and pending applications for registration in the Canadian Intellectual Property Office or the United States Copyright Office listed on Schedule III; together with (a) all renewals of any of the foregoing; (b) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including damages or payments for past or future infringements or violations of any of the foregoing; (c) the right to sue for past, present, and future infringements of any of the foregoing; and (d) all rights corresponding to any of the foregoing throughout the world;
- (d) all Designs, including without limitation the Design registrations and pending applications for registration in the Canadian Intellectual Property Office listed on Schedule IV; and
- (e) all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Each Grantor confirms that (i) value has been given by the Secured Parties to such Grantor, (ii) such Grantor has rights in the IP Collateral in which it has granted a security interest existing at the date of this Agreement, (iii) each of the Security Agreement and this Agreement constitutes a “security agreement” as such term is defined in the PPSA, (iv) the security interests created by the Security Agreement and this Agreement are intended to attach (a) with respect to IP Collateral that is now in existence, upon execution of this Agreement, and (b) with respect to Collateral that comes into existence in the future, upon such Grantor acquiring rights in the IP Collateral or the power to transfer rights in the Collateral to the Agent, and (v) such Grantor and the Agent have not agreed to postpone the time for attachment of the security interests granted hereunder in favour of the Agent to any of the IP Collateral of such Grantor.

**SECTION 3. Security Agreement.** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 4. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when the Agent shall have received a counterpart of this Agreement that bears the signature of each Grantor and the Agent has executed a counterpart hereof. Delivery of an executed signature page to this Agreement by facsimile transmission or by email as a “.pdf” or “.tiff” attachment shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FACTORY OPTICAL HOLDINGS INC.

By: \_\_\_\_\_  
Name: Stephen McIntosh  
Title: President, Secretary & Treasury

FYI EYE CARE SERVICES AND PRODUCTS INC.

By: \_\_\_\_\_  
Name: Alan Ulstifer  
Title: Chief Executive Officer

*Canadian IP Security Agreement*

**TRADEMARK**  
**REEL: 006882 FRAME: 0386**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FACTORY OPTICAL HOLDINGS INC.

By: \_\_\_\_\_

Name: Stephen McIntosh

Title: President, Secretary & Treasury

FYI EYE CARE SERVICES AND PRODUCTS INC.

By:  \_\_\_\_\_


Name: Alan Ulsifer

Title: Chief Executive Officer

*Canadian IP Security Agreement*

**TRADEMARK**  
**REEL: 006882 FRAME: 0387**

GOLUB CAPITAL MARKETS LLC,  
as the Agent

By:   
Name:  
Title: **Marc C. Robinson**  
**Managing Director**


*Canadian IP Security Agreement*

**TRADEMARK**  
**REEL: 006882 FRAME: 0388**


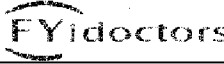





**SCHEDULE I**

TRADEMARKS


REGISTERED OWNER	APPLICATION NO.	REGISTRATION NUMBER	TRADEMARK	JURISDICTION
Visma Holdings Inc. (now known as Factory Optical Holdings Inc.)	1533569	TMA827273	EYECANDY OPTIKS	Canada
Factory Optical Holdings Inc.	1388163	TMA773872	OPTIKS INTERNATIONAL	Canada
Factory Optical Holdings Inc.	1388161	TMA773997		Canada
FYi Eye Care Services and Products Inc.	1834695	TMA1019841	FYIDOCTORS	Canada
FYi Eye Care Services and Products Inc.	1834694	TMA1019840	FYI	Canada
FYi Eye Care Services and Products Inc.	1824198	TMA1021006	VOIR LA VIE	Canada
FYi Eye Care Services and Products Inc.	1809875	TMA1061996	STAY FOCUSED	Canada
FYi Eye Care Services and Products Inc.	1809876	TMA1016498	BIENVUE	Canada
FYi Eye Care Services and Products Inc.	1804353	TMA995262	VISIQUE	Canada
FYi Eye Care Services and Products Inc.	1804354	TMA1055460	SACORI	Canada
FYi Eye Care Services and Products Inc.	1727909	TMA969210	FYIDOCTEURS	Canada
FYi Eye Care Services and Products Inc.	1507048	TMA843955	SMART-READERS	Canada
FYi Eye Care Services and Products Inc.	1494995	TMA810229	FOR YOU. FOR YOUR EYES.	Canada
FYi Eye Care Services and Products Inc.	1469960	TMA800049	FYidoctors Defining Eyecare and DESIGN	Canada

Schedule I

				
FYi Eye Care Services and Products Inc.	1469581	TMA869895	THE DARK SIDE	Canada
FYi Eye Care Services and Products Inc.	1465471	TMA791445	FYidoctors & DESIGN 	Canada
FYi Eye Care Services and Products Inc.	1465472	TMA800047	FYi doctors Health Vision Style & DESIGN 	Canada
FYi Eye Care Services and Products Inc.	1425741	TMA787063	FYI EYE CARE SERVICES AND PRODUCTS INC.	Canada
FYi Eye Care Services and Products Inc.	1424525	TMA761765	EYECLECTIC	Canada
FYi Eye Care Services and Products Inc.	1375492	TMA741314	EYENCE	Canada
FYi Eye Care Services and Products Inc.	1375493	TMA731778	BLURBUSTERS	Canada
FYi Eye Care Services and Products Inc.	1375494	TMA731777	FYE EYE CARE SERVICES AND PRODUCTS INC.	Canada
FYi Eye Care Services and Products Inc.	1375495	TMA731779	FYI Eye Doctors the Science of Looking Good & Design 	Canada
FYi Eye Care Services and Products Inc.	87266682	5495055	FYIDOCTORS 	United States
FYi Eye Care Services and Products Inc.	87266700	5974713	FYIDOCTORS	United States

FYi Eye Care Services and Products Inc.	87257804	5934811	FYI	United States
FYi Eye Care Services and Products Inc.	87202711	5652309	VISIQUE	United States

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK	JURISDICTION
Visma Holdings Inc. (now known as Factory Optical Holdings Inc.)	1981059	F.O. SAFETY EYEWEAR	Canada
Visma Holdings Inc. (now known as Factory Optical Holdings Inc.)	1906661	EYECANDY OPTIKS	Canada
FYi Eye Care Services and Products Inc.	1991591	DUO-FORM	Canada
FYi Eye Care Services and Products Inc.	1964748	PF Design 	Canada
FYi Eye Care Services and Products Inc.	1951564	FYIDOCTORS	Canada
FYi Eye Care Services and Products Inc.	1808269	EYEBEING	Canada
FYi Eye Care Services and Products Inc.	88587800 ITU	FYIDOCTORS	United States
FYi Eye Care Services and Products Inc.	87452416 ITU	STAY FOCUSED	United States
FYi Eye Care Services and Products Inc.	87452429 ITU	LIFE WELL SEEN	United States
FYi Eye Care Services and Products Inc.	87452436	BIENVUE	United States
FYi Eye Care Services and Products Inc.	87202715 ITU	SACORI	United States

**SCHEDULE II**

PATENTS

None.

PATENT APPLICATIONS

None.

Schedule II

23850908.7

**TRADEMARK**  
**REEL: 006882 FRAME: 0392**

**SCHEDULE III**

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

Schedule III

23850908.7

**TRADEMARK**  
**REEL: 006882 FRAME: 0393**

**SCHEDULE IV**

DESIGNS

None.

DESIGN APPLICATIONS

None.

Schedule IV

23850908.7