

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573434

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/30/2019

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HMI BUYING GROUP, INC.		12/30/2019	Corporation: MISSISSIPPI

RECEIVING PARTY DATA

Name:	HMI BUYING GROUP, LLC
Street Address:	6111 Broken Sound Parkway
Internal Address:	Suite 370
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33487
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4703158	CLUB ZERO
Registration Number:	4825569	CLUBZERO
Registration Number:	3952844	IDRAFTS
Registration Number:	3904355	RED TRAY
Registration Number:	5144713	RED TRAY NETWORK
Registration Number:	3904358	REDTRAY
Registration Number:	5058432	REDTRAYNETWORK

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.

Email: laura.o'brien@hklaw.com
 Correspondent Name: Holland & Knight LLP
 Address Line 1: 10 St. James Ave.
 Address Line 2: 11th Floor
 Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	162887.00003
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OP \$190.00 4703158

NAME OF SUBMITTER:	Laura O'Brien
SIGNATURE:	/Laura O'Brien/
DATE SIGNED:	04/24/2020

Total Attachments: 29

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Fee: \$ 50



Filed: 12/31/2019 08:16 AM
C. Delbert Hosemann, Jr.
Secretary of State

DELBERT HOSEMANN
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136

TELEPHONE: (601) 359-1633

Articles of Merger

Effective Date of Merger: 12/30/2019

Merging Business(es)

<i>Business ID</i>	<i>Name of Entity</i>	<i>Entity Type</i>	<i>State</i>
638607	HMI BUYING GROUP, INC.	Profit Corporation	MS

Survivor Details

Business ID: (not registered) **Business Name:** HMI BUYING GROUP, LLC

State: DE **Entity Type:** Limited Liability Company

New Principal Office Address: 6111 Broken Sound Parkway NW
Boca Raton, FL 33487

A foreign surviving entity choosing not to register with the state of Mississippi may not transact business in Mississippi and agrees that the Mississippi Secretary of State shall be its agent for service of process.

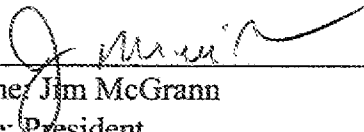
A statement that the plan or merger was approved by shareholders and members or that shareholder/member approval was not required signed by a representative of each company involved in the merger must be attached.

Statement of Authorization

The undersigned hereby certify that the sole shareholder (the "Shareholder") of HMI Buying Group, Inc., a Mississippi corporation ("HMI Corp."), and the sole member (the "Member") of HMI Buying Group, LLC, a Delaware limited liability company ("HMI LLC"), have by written consent adopted and approved the Agreement and Plan of Merger (the "Merger Agreement") by and among HMI Corp., HMI LLC, the Shareholder and the Member, whereby HMI Corp. will merge with and into HMI LLC, with HMI LLC as the surviving company. The Merger Agreement and the performance of its terms were duly authorized by all action required by the laws under which HMI LLC is governed and HMI LLC's organizational documents.

[Signature Page Follows]

HMI BUYING GROUP, INC.

By: 
Name: Jim McGrann
Title: President

SURVIVING ENTITY:

HMI BUYING GROUP, LLC

By: _____
Name: Andrew Alcorn
Title: Vice President

HMI BUYING GROUP, INC.

By: _____

Name: Jim McGrann

Title: President

SURVIVING ENTITY:

HMI BUYING GROUP, LLC

By: _____


Name: Andrew Alcorn

Title: Vice President

Delaware


The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"HMI BUYING GROUP, INC.", A MISSISSIPPI CORPORATION,
WITH AND INTO "HMI BUYING GROUP, LLC" UNDER THE NAME OF "HMI BUYING GROUP, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2019, AT 5:50 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

7756884 8100M
SR# 20198928886

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204323102
Date: 12-30-19

TRADEMARK
REEL: 006922 FRAME: 0816

**STATE OF DELAWARE
CERTIFICATE OF MERGER
OF
HMI BUYING GROUP, INC.
a Mississippi corporation
INTO
HMI BUYING GROUP, LLC,
a Delaware limited liability company**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned limited liability company executed the following Certificate of Merger:

FIRST: HMI Buying Group, Inc. is being merged into HMI Buying Group, LLC.

SECOND: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent parties.

THIRD: The name of the surviving limited liability company is HMI Buying Group, LLC.

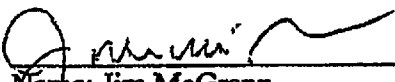
FOURTH: The Certificate of Formation of the surviving limited liability company shall be its Certificate of Formation.

FIFTH: The merger is to become effective on December 30, 2019.

SIXTH: The Agreement and Plan of Merger is on file at 6111 Broken Sound Parkway NW, Suite 370, Boca Raton, FL 33487, a place of business of the surviving limited liability company.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of HMI Buying Group, LLC or any shareholder of HMI Buying Group, Inc.

IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate to be signed by an authorized person, on this 30th day of December, 2019.

By: 
Name: Jim McGrann
Authorized Person

LIMITED CONSENT

This **LIMITED CONSENT** (this “Consent”), effective as of February 22, 2019, is entered into by and among (i) **HEALTHY EYES ADVANTAGE, INC.**, a Delaware corporation (“HEA”), **BLOCK BUYING GROUP LLC**, a Florida limited liability company (“BBG”), **HMI BUYING GROUP, INC.**, a Mississippi corporation (“HMI”), **C & E VISION SERVICES, INC.**, a California corporation (“C&E”) and **VISION WEST, INC.**, a California corporation (“VWI”), (each of HEA, BBG, HMI, C&E and VWI a “Borrower” and, collectively, the “Borrowers”), (ii) **HEALTHY EYES ADVANTAGE HOLDINGS, INC.**, a Delaware corporation (“Intermediate Holdings”), (iii) any other Loan Parties party hereto, (iv) the lenders signatory hereto (each individually a “Lender” and collectively “Lenders”) and (v) **ALLY BANK** (in its capacity as administrative agent for the Lenders, “Agent”). Each capitalized term used and not otherwise defined in this Consent has the definition specified in the Loan Agreement.

RECITALS

A. The Borrowers and the other Loan Parties, the Lenders and Agent entered into that certain Loan and Security Agreement dated as of November 1, 2017, as amended by that certain First Amendment to Loan and Security Agreement dated as of March 15, 2018 (as further amended, modified, supplemented, restated, or amended and restated from time to time, the “Loan Agreement”), pursuant to which the Lenders have made available to the Borrowers a revolving credit facility and a term loan facility;

B. Pursuant to Section 4.5(I) of the Loan Agreement, if any Loan Party acquires or becomes entitled to any new or additional material Patents, Trademarks or Copyrights, or rights thereto, the Loan Parties shall promptly (i) give to Agent written notice thereof (within ten (10) days thereof), and (ii) shall amend the schedules to the respective security agreements or enter into new or additional security agreements to include any such new material Patents, Trademarks or Copyrights (the “New IP Covenant”);

C. An Event of Default has occurred and is continuing pursuant to Section 8.1(E) of the Loan Agreement arising from the Loan Parties’ failure to comply with the New IP Covenant (the “Specified Event of Default”) in connection with the filing of the applications for two service marks with the United States Patent and Trademark Office more fully described on Schedule 1 attached hereto (the “New IP”);

D. The Loan Parties have requested that the Agent and the Lenders waive the Specified Event of Default;

E. Pursuant to Section 4.7 of the Loan Agreement, the Loan Parties shall give Agent ten (10) days’ prior written notice of any new trade name or fictitious business name of any Loan Party or any of their Subsidiaries (the “Fictitious Name Notice Covenant”);

F. The Loan Parties have informed the Agent that each of BBG, HMI, C&E and VWI intends to file the fictitious business name set forth on Schedule 2 attached hereto in its

jurisdiction of organization (collectively, the “New Fictitious Business Names”), and the Loan Parties have requested that the Agent and the Lenders consent to the waiver of the Fictitious Name Notice Covenant solely with respect to the New Fictitious Business Names; and

G. Subject to the terms and conditions of this Consent, the Agent and the Lenders signatory hereto are willing to effect such consent on the terms and conditions as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Limited Consent and Waiver. Subject to the terms and conditions set forth herein, including without limitation the fulfillment of the conditions to effectiveness specified in Section 4 below, and in reliance on the representations and warranties of the Loan Parties herein contained, and notwithstanding anything to the contrary contained in the Loan Agreement or any of the other Loan Documents, the Agent and the Lenders hereby waive the Specified Event of Default and the Fictitious Name Notice Covenant solely with respect to the New Fictitious Business Names. The aforesaid waivers relate solely to the Specified Event of Default and the Fictitious Name Notice Covenant solely with respect to the New Fictitious Business Names, and nothing in this Consent is intended or shall be construed to be a waiver by the Agent or any Lender of any other Default or Event of Default which may currently exist or hereafter occur.

2. Loan Agreement Schedules. The schedules to the Loan Agreement are hereby amended as follows:

(a) Schedule 4.5(I) of the Loan Agreement is hereby amended by deleting such schedule in its entirety and inserting in lieu thereof the Schedule 4.5(I) attached hereto as Annex A.

(b) Schedule 4.7 of the Loan Agreement is hereby amended by deleting such schedule in its entirety and inserting in lieu thereof the Schedule 4.7 attached hereto as Annex B.

3. Representations and Warranties. In order to induce the Agent and the Lenders to enter into this Consent, the Loan Parties represent and warrant to the Agent and the Lenders as follows:

(a) Immediately after giving effect to this Consent, the representations and warranties made by the Borrowers and the other Loan Parties contained in Article IV of the Loan Agreement and in any other Loan Document, are true and correct in all material respects (provided, that if any representation or warranty is by its terms qualified by concepts of materiality or Material Adverse Effect, such representation shall be true and correct in all respects), on and as of the date hereof, with the same effect as if made on and as of the date hereof (in each case, except to the extent such representations and warranties expressly refer to an earlier date, in which case they shall be true and correct in all respects as of such earlier date);

(b) After giving effect to this Consent, no Default or Event of Default has occurred and is continuing;

(c) Since March 31, 2017, there has not been a Material Adverse Effect;

(d) This Consent has been duly authorized, executed and delivered by the Borrowers and each other Loan Party and constitutes the legal, valid and binding obligations of such Loan Party enforceable against such Loan Party in accordance with its terms, subject to effect of any applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(e) The execution, delivery and performance by each Loan Party of this Consent and the consummation of the transactions contemplated hereby do not violate, conflict with, or cause a breach or default under (a) any applicable law in any material respect, (b) the corporate charter or bylaws or other organizational documents of any Loan Party or (c) any material agreement or order by which any Loan Party or any Loan Party's property is bound;

(f) The Loan Parties are entering into this Consent on the basis of their own investigation and for their own reasons, without reliance upon the Agent, any Lender or any other Person; and

(g) The obligations of the Loan Parties under the Loan Agreement and each other Loan Document are not subject to any defense, counterclaim, set-off, right of recoupment, abatement or other claim.

4. Effective Date. This Consent will become effective on the date on which each of the conditions precedent set forth in this Section 4 has been satisfied (the "Effective Date");

(a) The Agent shall have received certified copies of UCC, United States Patent and Trademark Office and United States Copyright Office, tax and judgment lien searches, or equivalent reports or searches, each of a recent date listing all effective financing statements, lien notices or comparable documents that name any New Fictitious Business Name as debtor and that are filed in those state and county jurisdictions in which the applicable Loan Party is organized or maintains its principal place of business and such other searches that the Agent deems reasonably necessary or appropriate, none of which encumber the Collateral covered or intended to be covered by the Loan Agreement and the other Loan Documents (other than Permitted Liens).

(b) The Agent shall have received executed original counterparts of a Trademark Security Agreement with respect to the New IP in form satisfactory to the Agent and all other documents, instruments and other items as may be necessary for the Agent to file such agreement with the United States Patent and Trademark Office.

(c) The Agent shall have received executed original counterparts of this Consent, duly executed by the Loan Parties, the Agent and the Lenders in form and substance reasonably acceptable to the Agent.

(d) Unless waived by the Agent, all fees and expenses of the Agent and the Lenders (including the reasonable fees and expenses of counsel to the Agent to the extent invoiced prior to the date hereof) in connection with this Consent shall have been paid in full (without prejudice to final settling of accounts for such fees and expenses).

5. Reservation of Rights. The Loan Parties acknowledge and agree that neither the execution nor the delivery by the Agent and the Lenders signatory hereto of this Consent shall (a) be deemed to create a course of dealing or otherwise obligate the Agent or the Lenders to execute similar amendments, consents or waivers under the same or similar circumstances in the future or (b) be deemed to create any implied waiver of any right or remedy of the Agent or the Lenders with respect to any term or provision of any Loan Document, other than as expressly provided in Section 1 hereof. The Agent and the Lenders hereby notify the Loan Parties that, effective from and after the date of this Consent, the Agent and the Lenders intend to enforce all of the provisions of the Loan Documents and that the Agent and the Lenders expect that the Loan Parties will comply in all respects with the terms of the Loan Documents from and after this date.

6. Ratification of Security Interests and Reaffirmation. Each Loan Party reaffirms its obligations under the Loan Agreement and the other Loan Documents and hereby confirms and ratifies all the liens, obligations and security interests created or granted pursuant to the Loan Agreement or the other Loan Documents and securing the Obligations, and the priorities of such liens and security interests, are hereby ratified and confirmed and each Loan Party hereby acknowledges, agrees, represents, and warrants that (a) this Consent shall in no manner impair the liens and security interests securing the Obligations (including, but not limited to, the liens and security interests created or granted pursuant to the Loan Agreement), (b) such liens and security interests shall not be and are not in any manner waived, released, extinguished or otherwise adversely affected in any way, and (c) such liens and security interests are valid and subsisting in every respect.

7. Release.

(a) In consideration of the agreements of the Agent and the Lenders contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Borrowers and each other Loan Party, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably release, remise and forever discharge the Agent and the Lenders, and their successors and assigns, and their present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (the Agent, each Lender and all such other Persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which such Loan Party or any of its successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Consent under the Loan Agreement or any of the other Loan Documents or the transactions thereunder or related thereto, except that the Loan Parties shall have no obligation hereunder to a Releasee with respect to any Claim resulting from the gross negligence or willful misconduct of such Releasee as finally determined by a court of competent jurisdiction. For avoidance of doubt, nothing herein shall be construed to

constitute a release, remise or discharge of, or a covenant not to sue in respect of, any Claims for breach of any obligation of Releasees under this Consent or any other Loan Document to be performed on or after the Effective Date.

(b) Each Borrower and each other Loan Party understands, acknowledges and agrees that its release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(c) Each Borrower and each other Loan Party agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered, except as set forth above in Section 7(a), shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

8. Covenant Not to Sue. Each Borrower and each other Loan Party, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenants and agree with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by such Loan Party pursuant to Section 7 above. If any Loan Party or any of their respective successors, assigns or other legal representatives violates the foregoing covenant, each Borrower and each other Loan Party, for themselves and their successors, assigns and legal representatives, jointly and severally agree to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all reasonable attorneys' fees and costs incurred by any Releasee as a result of such violation.

9. Survival of Representations and Warranties. All representations and warranties made in this Consent or any other document furnished in connection with this Consent shall survive the execution and delivery of this Consent and the other documents, and no investigation by the Agent or any Lender shall affect the representations and warranties or the right of the Agent and the Lenders to rely upon them.

10. Entire Agreement. This Consent, together with the other Loan Documents (collectively, the "Relevant Documents"), sets forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersedes any prior negotiations and agreements among the parties relating to such subject matter. No promise, condition, representation or warranty, express or implied, not set forth in the Relevant Documents shall bind any party hereto, and no such party has relied on any such promise, condition, representation or warranty. Each of the parties hereto acknowledges that, except as otherwise expressly stated in the Relevant Documents, no representations, warranties or commitments, express or implied, have been made by any party to any other party in relation to the subject matter hereof or thereof. None of the terms or conditions of this Consent may be changed, modified, waived or canceled orally or otherwise, except in writing and in accordance with Section 9.4 of the Loan Agreement.

11. Full Force and Effect of Loan Agreement. Except as hereby specifically amended, modified or supplemented, the Loan Agreement and all other Loan Documents are hereby confirmed and ratified in all respects and shall be and remain in full force and effect

according to their respective terms. The execution, delivery and effectiveness of this Consent shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents. On and after the effectiveness of this Consent, this Consent shall for all purposes constitute a Loan Document.

12. Reviewed by Attorneys. Each Borrower and each other Loan Party represents and warrants to the Agent and the Lenders that it (a) understands fully the terms of this Consent and the consequences of the execution and delivery of this Consent, (b) has been afforded an opportunity to have this Consent reviewed by, and to discuss this Consent and any document executed in connection herewith with, such attorneys and other persons as such Loan Party may wish, and (c) has entered into this Consent and executed and delivered all documents in connection herewith of its own free will and accord and without threat, duress or other coercion of any kind by any Person. The parties hereto acknowledge and agree that neither this Consent nor the other documents executed pursuant hereto shall be construed more favorably in favor of one than the other based upon which party drafted the same, it being acknowledged that all parties hereto contributed substantially to the negotiation and preparation of this Consent and the other documents executed pursuant hereto or in connection herewith.

13. Governing Law. This Consent and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Consent shall in all respects be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed and performed entirely within such State, and shall be further subject to the provisions of Sections 10.14 and 10.15 of the Loan Agreement.

14. Enforceability. Should any one or more of the provisions of this Consent be determined to be illegal or unenforceable as to one or more of the parties hereto, all other provisions nevertheless shall remain effective and binding on the parties hereto.

15. Successors and Assigns. This Consent shall be binding upon and inure to the benefit of the Borrowers, each other Loan Party, the Agent, each Lender and their respective successors and assignees to the extent such assignees are permitted assignees as provided in Section 10.12 of the Loan Agreement. No third party beneficiaries are intended in connection with this Consent.

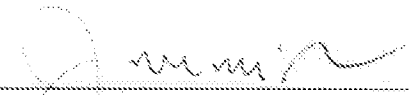
16. Counterparts. Section 10.17 of the Loan Agreement is hereby incorporated by reference as if fully set forth herein, mutatis mutandis.

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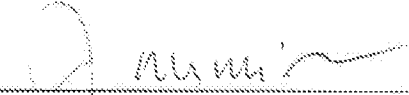
IN WITNESS WHEREOF, the parties hereto have caused this Consent to be duly executed and effective as of the date first above written.

BORROWERS:

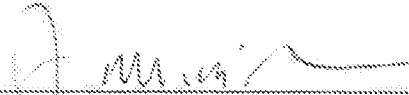
HEALTHY EYES ADVANTAGE, INC., a Delaware corporation

By: 
Name: Jim McGrann
Title: Chief Executive Officer

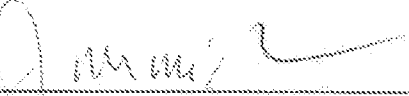
BLOCK BUYING GROUP LLC, a Florida limited liability company

By: 
Name: Jim McGrann
Title: Chief Executive Officer

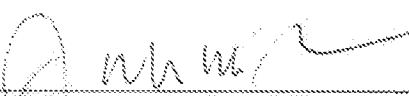
HMI BUYING GROUP, INC., a Mississippi corporation

By: 
Name: Jim McGrann
Title: Chief Executive Officer

C & E VISION SERVICES, INC., a California corporation

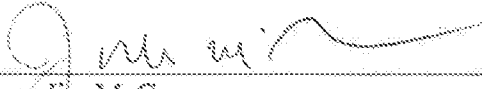
By: 
Name: Jim McGrann
Title: Chief Executive Officer

VISION WEST, INC., a California corporation

By: 
Name: Jim McGrann
Title: Chief Executive Officer

GUARANTOR:

HEALTHY EYES ADVANTAGE HOLDINGS,
INC., a Delaware corporation

By: 
Name: Jim McGrann
Title: Chief Executive Officer

Signature Page to Limited Consent

TRADEMARK
REEL: 006922 FRAME: 0825

**AGENT, SOLE LEAD
ARRANGER, SOLE BOOK
RUNNER and LENDER:**

ALLY BANK

By: 

Name: *Sudhakar Lakshmi*

Title: Authorized Signatory

SCHEDULE 1

NEW IP

<u>Service Mark</u>	<u>Date Application Filed</u>	<u>Serial Number</u>
Healthy Eyes Advantage (character mark)	December 10, 2018	88223290
HEA (drawing/design)	December 12, 2018	88223759

SCHEDULE 2

NEW FICTITIOUS BUSINESS NAMES

<u>Borrower Name</u>	<u>Fictitious Business Name</u>	<u>Jurisdiction of Organization</u>
Block Buying Group LLC	Healthy Eyes Advantage - BBG	Florida
HMI Buying Group, Inc.	Healthy Eyes Advantage - HMI	Mississippi
C & E Vision Services, Inc.	Healthy Eyes Advantage - CE	California
Vision West, Inc.	Healthy Eyes Advantage - VW	California

ANNEX A

Schedule 4.5(I)

Intellectual Property Warranties and Covenants

A. Block Buying Group LLC


Block Buying Group LLC utilizes the fictitious name Block Business Group pursuant to a fictitious name filing made by Block Buying Group LLC with the Florida Department of State, Division of Corporations. The registered domain name utilized by Block Buying Group LLC is blockbg.com.



Fictitious Business Names:

<u>Loan Party / Subsidiary</u>	<u>Other Names</u>
Block Buying Group LLC	Healthy Eyes Advantage - BBG

B. HMI Buying Group, Inc.

Trademarks:

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date/ Application Filing Date</u>
CLUB ZERO	Registration #: 4703158	Registration Date: Mar. 17, 2015
 ClubZero	Registration #: 4825569	Registration Date: Oct. 6, 2015
IDRAFTS	Registration #: 3952844	Registration Date: Apr. 26, 2011
RED TRAY	Registration #: 3904355	Registration Date: August 12, 2016
RED TRAY NETWORK	Registration #: 5144713	Registration Date: February 21, 2017

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date/ Application Filing Date</u>
REDTRAY and Design 	Registration #: 3904358	Registration Date: January 11, 2011
REDTRAYNETWORK and Design 	Registration #:5058432	Registration Date: October 11, 2016

Domain Names:

<u>Domain Name</u>	<u>Expiration Date</u>
ASKTHEOD.COM	10/1/2018
BIGPRACTICE.COM	10/4/2017
CLUB-ZERO.CO	4/15/2018
CLUB-ZERO.COM	11/24/2017
CLUBZERO.BIZ	2/23/2017
CLUBZERO.CO	2/20/2017
CLUBZERO.ME	2/24/2017
CLUBZERO.VISION	7/18/2018
CLUBZEROSAVES.COM	2/21/2021
EYECARE.BUZZ	4/21/2018
EYE CAREPRACTICE.COM	10/4/2017

<u>Domain Name</u>	<u>Expiration Date</u>
EYEDEALS.CO	8/29/2018
EYEDOC.VISION	7/18/2018
eyedocpay.com	5/10/2017
EYEGROUPON.COM	3/17/2017
EYEWEBDOC.COM	7/18/2018
FIRSTPRACTICEACADEMY.COM	10/4/2017
hayes.group	7/29/2021
hayeseyegroup.com	1/27/2019
hayesgroup.com	3/12/2018
HIGHEROPTICALPROFITS.COM	10/21/2019
HIGHERPROFITS.COM	10/4/2017
HMI.VISION	7/18/2018
HMIBG.COM	11/9/2023
HMIBUYINGGROUP.COM	10/4/2017
HMISERVER.COM	11/17/2017
HMISERVER.NET	10/4/2017
IDOC.VISION	7/18/2018
idoctorpay.com	5/10/2017
IDRAFTS.COM	10/4/2017
jerryhayesgroup.com	2/23/2021
KNOWYOURSTAFF.COM	10/4/2017
LOWERMYSOFT.COM	2/21/2017
ODMASTERMIND.COM	2/24/2017
ODMASTERMIND.NET	2/24/2017
ODPRACTICE.GURU	2/26/2017
ODPRACTICE.SUPPORT	4/15/2018

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TRADEMARK
REEL: 006922 FRAME: 0831

<u>Domain Name</u>	<u>Expiration Date</u>
ODPRACTICE.TIPS	4/15/2018
ODSTAFFING.COM	10/4/2017
odtaxservice.com	12/17/2017
ODTOOD.COM	10/4/2017
ONLINEEYEDR.COM	7/18/2018
ONLINEIDOC.COM	7/18/2018
OPTICALLABGROUP.COM	10/4/2017
OPTICALLABTALK.COM	10/4/2017
OPTIWIKI.COM	4/21/2017
OPTOMETRIC.BUZZ	4/21/2018
optometricpayroll.com	5/10/2017
payidoc.com	5/10/2017
payrollforpractitioners.com	5/10/2017
PRACTICEPROFIT.TIPS	4/15/2018
RED-TRAY.COM	10/4/2017
REDTRAY.CO	7/11/2018
REDTRAY.VISION	7/18/2018
REDTRAYALLIANCE.COM	11/3/2017
REDTRAYDEALS.COM	8/30/2018
REDTRAYFORUM.COM	4/22/2018
REDTRAYFORUMS.COM	3/8/2018
REDTRAYGROUP.COM	2/15/2017
REDTRAYNETWORK.COM	10/4/2017
REDTRAYOPTICAL.COM	10/4/2017
REDTRAYSAVES.COM	10/4/2017
RTOPT.COM	10/4/2017

ANNEX A

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TRADEMARK
REEL: 006922 FRAME: 0832

<u>Domain Name</u>	<u>Expiration Date</u>
SELLINGTOECPS.COM	4/14/2018
THEOPTIMALPRACTICE.COM	10/4/2017
VISIONRX.VISION	7/18/2018
VISIONSOURCE.VISION	7/18/2018
ZEROADMINFEES.COM	2/21/2018

Fictitious Business Names:

<u>Loan Party / Subsidiary</u>	<u>Other Names</u>
HMI Buying Group, Inc.	Healthy Eyes Advantage - HMI

C. C & E Vision Services, Inc.

Trademarks:

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date/ Application Filing Date</u>
Eyeverify	3,370,486	Registration Date: Jan. 15, 2008
RewardsPlus	3,339,396	Registration Date: Nov. 20, 2007
iDocs	3,216,647	Registration Date: Mar. 6, 2007
BeyeRight	3,349,130	Registration Date: Dec. 4, 2007
Get Connected and Design	3,411,510	Registration Date: Apr. 15, 2008
Your Buying Group of Choice	3,394,709	Registration Date: Mar. 11, 2008
Virtual Frameboard	3,411,194	Registration Date: Apr. 8, 2008
Optilist	3,527,412	Registration Date: Apr. 4, 2008

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date/ Application Filing Date</u>
Where Life Meets Vision	3,596,395	Registration Date: Mar. 24, 2009
Ru Branded	3,556,670	Registration Date: Jan. 6, 2009
Lifestyle Eyecare Centers	3,729,717	Registration Date: Dec. 22, 2009
Where Life Meets Vision Lifestyle Eyecare Centers (Logo)	3,903,377	Registration Date: Jan. 11, 2011
Mycloud	4,144,324	Registration Date: May 15, 2012
Look Saving You can See (Logo)	4,666,263	Registration Date: Jan. 6, 2015
ECPINTERACT	4,602,041	Registration Date: Sept. 9, 2014

Domain Names:

<u>Domain Name</u>	<u>Expiration Date</u>
CEBG.CO	7/8/2018
CEVISION.COM	5/18/2019
EYELINKSCENTRAL.COM	9/28/2017
EYERETAINERS.COM	3/3/2021
EYESURF.INFO	1/5/2018
OPHTHALMICBUYINGGROUP.COM	5/6/2019
OPHTHALMOLOGYBUYINGGROUP.COM	1/8/2019
OPTICALBUYINGGROUP.COM	1/8/2019
OPTICIANBUYINGGROUP.COM	1/8/2019
OPTILIST.COM	10/12/2017
OPTILIST.INFO	3/18/2020
OPTOMETRICBUYINGGROUP.COM	1/8/2019

<u>Domain Name</u>	<u>Expiration Date</u>
OPTOMETRYBUYINGGROUP.COM	1/8/2019
VIRTUALFRAMEBOARD.COM	10/15/2018
ECPINTERACT.NET	12/6/2011
ECPINTERACT.COM	12/6/2011
ECPINTERACT.INFO	12/7/2011

Fictitious Business Names:

<u>Loan Party / Subsidiary</u>	<u>Other Names</u>
C & E Vision Services, Inc.	Healthy Eyes Advantage - CE

D. Vision West, Inc.

Trademarks:

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date/ Application Filing Date</u>
Vision West	2,674,176	Registration Date: Jan. 14, 2003
VWI	3,166,385	Registration Date: Aug. 31, 2006
Opticenter	3,643,034	Registration Date: June 23, 2009

Copyrights:

<u>Copyright</u>	<u>Registration No.</u>	<u>Registration Date</u>
OptiCenter, Inc. business plan	Txu000992632	August 31, 2001

Domain Names:

<u>Domain Name</u>	<u>Expiration Date</u>
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VWEYE.COM	November 21, 2024
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Fictitious Business Names:

<u>Loan Party / Subsidiary</u>	<u>Other Names</u>
Vision West, Inc.	Healthy Eyes Advantage - VW

E. Healthy Eyes Entities

Trademarks:

<u>Owner</u>	<u> Servicemark</u>	<u>Registration Number</u>	<u>Registration Date/ Application Filing Date</u>
Healthy Eyes Advantage, Inc.	Healthy Eyes Advantage (character mark)	December 10, 2018	88223290
Healthy Eyes Advantage, Inc.	HEA (drawing/design)	December 12, 2018	88223759

Domain Names:

<u>Domain Name</u>	<u>Expiration Date</u>
HEALTHYEYESADVANTAGE.COM	October 31, 2020
HEA2020.COM	October 2, 2021
HEA2020.CO	September 9, 2019

ANNEX B

Schedule 4.7

Names and Locations

(A) Other Names of the Loan Parties

<u>Loan Party / Subsidiary</u>	<u>Other Names</u>
Healthy Eyes Advantage Holdings, Inc.	VBG Intermediate Holdings, Inc. Healthy Eyes Network Holdings, Inc.
Healthy Eyes Advantage, Inc.	VBG Acquisition Company, Inc. Healthy Eyes Network, Inc.
Block Buying Group LLC	Block Business Group Healthy Eyes Advantage - BBG
HMI Buying Group, Inc.	Healthy Eyes Advantage - HMI
C & E Vision Services, Inc.	Healthy Eyes Advantage - CE
Vision West, Inc.	Healthy Eyes Advantage - VW

(B) Acquired Entities

(i) Block Buying Group LLC:

None.

(ii) HMI Buying Group, Inc.:

(a) Purchase of certain customer lists and accounts from Blew Eyes, Ltd. pursuant to that certain Customer List Purchase Agreement, dated as of December 13, 2012, between Blew Eyes, Ltd. and HMI.

(b) Purchase of certain customer lists and accounts from OptiGroup, Inc. pursuant to that certain Customer List Purchase Agreement, dated as of October 9, 2013, between OptiGroup, Inc. and HMI.

(iii) C & E Vision Services, Inc.:

(a) Purchase of certain member lists, accounts receivable, billing software, related goodwill and other items pursuant to that certain Purchase Agreement, dated as of

December 27, 2012 by and among The VVS Group, Inc., Mark Gilbert, and C & E Vision Services, Inc.

(iv) Vision West, Inc.:

None.

(C) Principal Place of Business and its Chief Executive Office

<u>Loan Party / Subsidiary</u>	<u>Principal Place of Business</u>	<u>Chief Executive Office</u>
Healthy Eyes Advantage Holdings, Inc.	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487
Healthy Eyes Advantage, Inc.	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487
Block Buying Group LLC	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487
HMI Buying Group, Inc.	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487
C & E Vision Services, Inc.	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487
Vision West, Inc.	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487

(D) Jurisdiction of Organization / Organizational Identification Number

<u>Loan Party / Subsidiary</u>	<u>Jurisdiction of Organization</u>	<u>Organizational ID Number</u>
Healthy Eyes Advantage Holdings, Inc.	Delaware	6491514
Healthy Eyes Advantage, Inc.	Delaware	6491517
Block Buying Group LLC	Florida	L99000002241
HMI Buying Group, Inc.	Mississippi	638607
C & E Vision Services, Inc.	California	C1173172
Vision West, Inc.	California	C2808125

(E) Location of each Loan Parties' and each Subsidiary's Books and Records

<u>Loan Party / Subsidiary</u>	<u>Location of Books and Records</u>
Healthy Eyes Advantage Holdings, Inc.	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487
Healthy Eyes Advantage, Inc.	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487
Block Buying Group LLC	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487
HMI Buying Group, Inc.	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487
C & E Vision Services, Inc.	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487
Vision West, Inc.	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487

(F) Location of all Offices of any Loan Party and each of their Subsidiaries

<u>Loan Party / Subsidiary</u>	<u>Address</u>
Healthy Eyes Advantage Holdings, Inc.	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487
Healthy Eyes Advantage, Inc.	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487
Block Buying Group LLC	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487
HMI Buying Group, Inc.	1905A Mission 66 Vicksburg, MS 39180
C & E Vision Services, Inc.	1015 Calle Amanecer San Clemente, CA 92673
Vision West, Inc.	15970 Bernardo Center Dr. San Diego, CA 92127

(G) Collateral Locations

<u>Loan Party</u>	<u>Address</u>	<u>Owned / Leased /</u>	<u>Landlord</u>
Healthy Eyes Advantage Holdings, Inc.	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487	Leased	ICM (VII) Atrium LP

<u>Loan Party</u>	<u>Address</u>	<u>Owned / Leased /</u>	<u>Landlord</u>
Healthy Eyes Advantage, Inc.	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487	Leased	ICM (VII) Atrium LP
Block Buying Group LLC	6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487	Leased	ICM (VII) Atrium LP
HMI Buying Group, Inc.	1905A Mission 66 Vicksburg, MS 39180	Leased	JAWCO, Inc.
C & E Vision Services, Inc.	1015 Calle Amanecer San Clemente, CA 92673	Leased	C&E Vision Realty, LLC
Vision West, Inc.	15970 Bernardo Center Dr. San Diego, CA 92127	Leased	C&E Vision Realty, LLC

ANNEX B

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RECORDED: 04/24/2020

TRADEMARK
REEL: 006922 FRAME: 0840