

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FYi USA Inc.		06/03/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC		
Street Address:	100 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5495055	FYIDOCTORS	
Registration Number:	5974713	FYIDOCTORS	
Registration Number:	5934811	FYI	
Registration Number:	5652309	VISIQUE	
Serial Number:	87452436	BIENVUE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	053644-0228		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	06/04/2020		
Total Attachments: 5			

OP \$140.00 5495055

source=Project FYI - Trademark Security Agreement [Executed]#page1.tif

source=Project FYI - Trademark Security Agreement [Executed]#page2.tif

source=Project FYI - Trademark Security Agreement [Executed]#page3.tif

source=Project FYI - Trademark Security Agreement [Executed]#page4.tif

source=Project FYI - Trademark Security Agreement [Executed]#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 3, 2020, (this "Agreement"), among FYi USA Inc., a Delaware corporation (the "Grantor") and Golub Capital Markets LLC, as collateral agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

WHEREAS, pursuant to that certain Canadian Pledge and Security Agreement, dated as of March 4, 2020, FYi Eye Care Services and Products Inc. executed and delivered that certain Canadian Intellectual Property Security Agreement, dated March 4, 2020, in favor of Golub Capital Markets LLC (as Collateral Agent under the Canadian Pledge and Security Agreement);

WHEREAS, pursuant to the Canadian Pledge and Security Agreement and the Canadian Intellectual Property Security Agreement, FYi Eye Care Services and Products Inc. pledged and granted to the Collateral Agent a security interest in certain intellectual property collateral, including the registered and applied for trademarks listed on Schedule I (the "Assigned Trademarks"), and the Canadian Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office (the "USPTO") on March 4, 2020 at Reel/Frame 6882/0381;

WHEREAS, on March 4, 2020, FYi Eye Care Services and Products Inc. assigned the Assigned Trademarks to FYi USA ExchangeCo Inc., pursuant to a Trademark Assignment which was recorded with the USPTO on May 20, 2020 at Reel/Frame 6943/0354, and thereafter on March 4, 2020, FYi ExchangeCo Inc. assigned the Assigned Trademarks to Grantor pursuant to a Trademark Assignment which was recorded with the USPTO on May 21, 2020 at Reel/Frame 6943/0846, subject, in each case, to the security interest granted pursuant to the Canadian Pledge and Security Agreement and the Canadian Intellectual Property Security Agreement;

WHEREAS, Grantor is a party to that certain U.S. 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 the Grantors (as defined in the Security Agreement) party thereto and the Collateral Agent;

WHEREAS, The Lenders (as defined below) have extended credit to the Borrowers (as defined in 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 FYi Eye Care Services and Products Inc., FYi Medical Aesthetics Inc., an Alberta corporation, FYi USA Inc., a Delaware corporation, FYi Canada ExchangeCo Inc., an Alberta corporation, FYi Aesthetics HoldCo Inc., an Alberta corporation, FYi USA ExchangeCo Inc., a Delaware corporation, the lenders from time to time party thereto (the "Lenders"), the Issuing Banks and Golub Capital Markets LLC, as administrative agent and collateral agent) pursuant to the terms of the Credit Agreement; and

WHEREAS, Consistent with the requirements set forth in Section 5.12 of the Credit Agreement and Section 4.03 of the Security Agreement, Grantor has agreed to execute and deliver this Trademark Security Agreement in favor of the Collateral Agent.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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.

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, the Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Collateral 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 favor of the Grantor and regardless of where located (collectively, the "Trademark Collateral"):

all Trademarks, including the Assigned Trademarks 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; and

all proceeds of the foregoing;

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

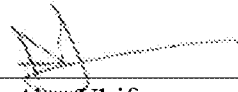
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

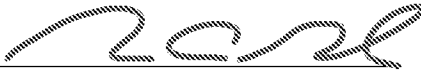
[Signature Pages Follow]

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

FYI USA INC.

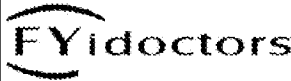
By: 
Name: Alan Ulsifer
Title: Chief Executive Officer

GOLUB CAPITAL MARKETS LLC,
as the Collateral Agent

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

SCHEDULE I

TRADEMARK REGISTRATIONS:

Record Owner	Trademark	Jurisdiction	Application No.	App. Date	Registration Number	Reg. Date
FYi USA Inc.	FYIDOCTORS 	United States	87266682	12/13/2016	5495055	6/19/2018
FYi USA Inc.	FYIDOCTORS	United States	87266700	12/13/2016	5974713	2/4/2020
FYi USA Inc.	FYI	United States	87257804	12/5/2016	5934811	12/17/2019
FYi USA Inc.	VISIQUE	United States	87202711	10/13/2016	5652309	1/15/2019

TRADEMARK APPLICATIONS:

Applicant	Trademark	Jurisdiction	Application No.	App. Date
FYi USA Inc.	BIENVUE	United States	87452436	5/16/2017