

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eyemart Express LLC		12/09/2020	Limited Liability Company: DELAWARE
20/20 Express, LLC		12/09/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Administrative Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	85034555	DR BARNES' EYEMART EXPRESS	
Serial Number:	85034566	DR BARNES' VISION 4 LESS	
Serial Number:	76543084	DR. BARNES' EYEMART EXPRESS	
Serial Number:	76543085	DR. BARNES' VISION 4 LESS	
Serial Number:	76543087	DR. BARNES' VISION 4 LESS	
Serial Number:	85122479	DR. BARNES' VISIONMART EXPRESS	
Serial Number:	74709965	EYEMART EXPRESS	
Serial Number:	85297480	EYEMART EXPRESS	
Serial Number:	76543086	VISION 4 LESS	
Serial Number:	85297489	VISION 4 LESS	
Serial Number:	76543088	VISION 4 LESS	
Serial Number:	85297474	VISION 4 LESS	
Serial Number:	77731716	VISIONMART EXPRESS	
Serial Number:	85297484	VISIONMART EXPRESS	
Serial Number:	86206557	20/20 EXPRESS	
CORRESPONDENCE DATA			

CH \$390.00 85034555

TRADEMARK

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: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue
Address Line 2: c/o Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ Alana Gramer
DATE SIGNED:	12/09/2020

Total Attachments: 5

source=Eyemart - Trademark Security Agreement (2L) (Executed)(152481241_1)#page1.tif
source=Eyemart - Trademark Security Agreement (2L) (Executed)(152481241_1)#page2.tif
source=Eyemart - Trademark Security Agreement (2L) (Executed)(152481241_1)#page3.tif
source=Eyemart - Trademark Security Agreement (2L) (Executed)(152481241_1)#page4.tif
source=Eyemart - Trademark Security Agreement (2L) (Executed)(152481241_1)#page5.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of December 9, 2020 (this “Agreement”), among each Grantor specified on the signature page(s) hereto and Barclays Bank PLC (“Barclays”), as Administrative Agent.

Reference is made to (a) the Second Lien Credit Agreement, dated as of December 9, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Eyemart Express LLC, a Delaware limited liability company (the “Borrower”), Eyemart Express Holdings LLC, a Delaware limited liability company (“Holdings”), the Lenders from time to time party thereto and Barclays, as Administrative Agent, and (b) the Second Lien Guarantee and Collateral Agreement, dated as of December 9, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, Holdings, the other Loan Parties from time to time party thereto and Barclays, as Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor party hereto is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill (collectively, the “Trademark Collateral”).

Notwithstanding the foregoing, in no event shall Trademark Collateral include “intent-to-use” trademark or service mark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act

SECTION 5. Intercreditor. Notwithstanding anything herein to the contrary, (i) the liens, right of payment and security interests granted to the Administrative Agent pursuant to this Agreement are expressly subject and subordinate to the liens, payment right and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to First Lien Administrative Agent, pursuant to or in connection with the First Lien Credit Agreement, and (ii) the exercise of any right or remedy by the Administrative Agent hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Shared Collateral (as defined in the Intercreditor Agreement) is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

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

Eyemart Express, LLC

By: Michael J. Bender
Name: Michael Bender
Title: Chief Executive Officer

20/20 Express, LLC

By: Michael J. Bender
Name: Michael Bender
Title: Chief Executive Officer

BARCLAYS BANK PLC,
as Administrative Agent

By: _____
Name:
Title:

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

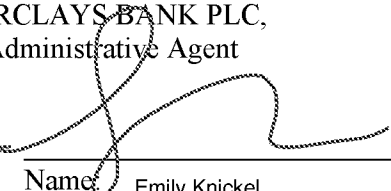
Eyemart Express, LLC,

By: _____
Name:
Title:

20/20 Express, LLC,

By: _____
Name:
Title:

BARCLAYS BANK PLC,
as Administrative Agent

By:  _____
Name: Emily Knickel
Title: Authorized Signatory

SCHEDULE I

U.S. Trademark Registrations

<u>Owner</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Reg. No.</u>
Eyemart Express LLC	Dr. Barnes' Eyemart Express	85/034555	3,897,109
Eyemart Express LLC	Dr. Barnes' Vision 4 Less	85/034566	3,897,110
Eyemart Express LLC	Dr. Barnes' Eyemart Express	76/543084	3,843,419
Eyemart Express LLC	Dr. Barnes' Vision 4 Less	76/543085	3,843,420
Eyemart Express LLC	Dr. Barnes' Vision 4 Less plus design	76/543087	4,110,527
Eyemart Express LLC	Dr. Barnes' Visionmart Express	85/122479	3,950,920
Eyemart Express LLC	Eyemart Express	74/709965	1,999,527
Eyemart Express LLC	Eyemart Express	85/297480	4,056,376
Eyemart Express LLC	Vision 4 Less	76/543086	3,022,421
Eyemart Express LLC	Vision 4 Less	85/297489	4,066,623
Eyemart Express LLC	Vision 4 Less plus design	76/543088	3,022,422
Eyemart Express LLC	Vision 4 Less plus design	85/297474	4,056,374
Eyemart Express LLC	Visionmart Express	77/731716	3,877,636
Eyemart Express LLC	Visionmart Express	85/297484	4,056,377
20/20 Express, LLC	20/20 Express	86/206557	4,757,017

U.S. Trademark Applications

None.