

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM618191

<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>
Midwest Eye Center, Inc.		01/04/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Twin Brook Capital Partners, LLC, as Agent		
<b>Street Address:</b>	111 S. Wacker Drive, 36th Floor		
<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: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76244050	MIDWEST EYECENTER	
<b>Serial Number:</b>	74617768	TRUST THE DOCTOR THAT OTHER DOCTORS TRUS	
<b>Serial Number:</b>	77234435	LENSIK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8438		
<b>Email:</b>	raquel.haleem@katten.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		
<b>SIGNATURE:</b>	/Raquel Haleem/		
<b>DATE SIGNED:</b>	01/04/2021		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of January 4, 2021, by MIDWEST EYE CENTER, INC., a Delaware corporation (the "Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for all Lenders party to the Credit Agreement (in such capacity, "Grantee");

### W I T N E S S E T H

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of September 11, 2019 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among SCP EYE CARE SERVICES, LLC, a Delaware limited liability company, SCP EYE CARE HOLDCO, LLC, a Delaware limited liability company, each as a Grantor thereunder, the other Grantors from time to time party thereto and the Grantee; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has (i) as collateral security for the Secured Obligations, granted to the Grantee a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Grantee hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Grantee a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any Excluded Property:

- (a) all Trademarks, including any of the foregoing referred to on Schedule A hereto; and
- (b) all proceeds and products of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such "intent to use" application for trademark registration filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, the grant of any security interest hereunder shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

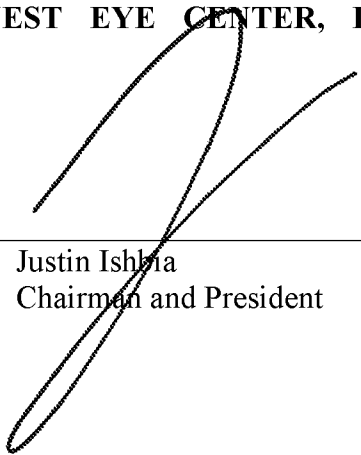
SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of law provisions thereof.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

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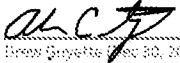
IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first written above.

**MIDWEST EYE CENTER, INC.**

By:   
Name: Justin Ishbia  
Its: Chairman and President


Agreed and Accepted  
As of the Date First Written Above:

**TWIN BROOK CAPITAL PARTNERS, LLC,**  
as Agent

By:   
Drew Guyette (Doc ID: 2020 10715 C 57)

Name: Drew Guyette  
Title: Chief Credit Officer

**SCHEDULE A**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status of Mark</b>	<b>Owner</b>
MIDWEST EYECENTER and Design 	76244050	7/20/07	2581743	5/6/08	Registered	MIDWEST EYE CENTER, INC.
TRUST THE DOCTOR THAT OTHER DOCTORS TRUST	74617768	7/20/07	1945542	5/6/08	Registered	MIDWEST EYE CENTER, INC.
LENSIK	77234435	7/20/07	3421872	5/6/08	Registered	MIDWEST EYE CENTER, INC.