

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM632206

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Midwest Eye Center, Inc.		03/16/2021	Corporation: DELAWARE
SCP Eye Care Services, LLC		03/16/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC, as Collateral Agent		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2581743	MIDWEST EYECENTER	
<b>Registration Number:</b>	1945542	TRUST THE DOCTOR THAT OTHER DOCTORS TRUS	
<b>Registration Number:</b>	3421872	LENSIK	
<b>Serial Number:</b>	90366210	EYESOUTH PARTNERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2123186532		
<b>Email:</b>	alanagramer@paulhastings.com		
<b>Correspondent Name:</b>	Alana Gramer		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 2:</b>	c/o Paul Hastings LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	Alana Gramer		
<b>SIGNATURE:</b>	/s/ Alana Gramer		
<b>DATE SIGNED:</b>	03/16/2021		
<b>Total Attachments: 5</b>			

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of March 16, 2021, is made by Midwest Eye Center, Inc., a Delaware corporation (the “Midwest”) and SCP Eye Care Services, LLC, a Delaware limited liability company (the “Borrower”, together with Midwest, collectively, the “Grantors”), in favor of Jefferies Finance LLC, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of March 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SCP Eye Care Holdco, LLC, a Delaware limited liability company (“Holdings”), the Borrower, the several lenders from time to time parties thereto (each, a “Lender” and, collectively, the “Lenders”) and Jefferies Finance LLC, as the Administrative Agent, the Collateral Agent, the Swingline Lender and a Letter of Credit Issuer for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of March 16, 2021 in favor of the Agent (together with all amendments, restatements, amendments and restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent, the Lenders and the Letter of Credit Issuers to enter into the Credit Agreement, to induce the Lenders and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantors hereby agree with the Agent, for the benefit of the Secured Parties, as follows:

1. Definitions Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property, such grant including, without limitation, those items listed on Schedule A hereto, the goodwill associated with such Trademarks and all rights, priorities and privileges related thereto and all rights to sue at law or in equity for any infringement or other impairment of such Trademarks, including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Each Grantor hereby authorizes and requests that the Commissioner for Patents/Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Agreement. Each Grantor shall, at its sole expense, take all further actions necessary or desirable by the Agent to record and perfect its security interest in and to the Collateral.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.


5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**MIDWEST EYE CENTER, INC.,**  
as the Grantor

By:   
Name: Chris Mioton  
Title: Vice President and Secretary

**SCP EYE CARE SERVICES, LLC**  
as the Grantor

By:   
Name: Chris Mioton  
Title: Vice President and Secretary

JEFFERIES FINANCE LLC,  
as the Agent



By:  \_\_\_\_\_  
Name: Jason Kennedy  
Title: Managing Director

[Signature Page to Grant of Security Interest in Trademark Rights]

**TRADEMARK**  
**REEL: 007221 FRAME: 0890**

**SCHEDULE A**

**Trademark Registrations and Applications**

<b>Grantor</b>	<b>Trademark Title</b>	<b>Trademark Registration Number</b>	<b>Trademark Registration Date</b>	<b>Trademark Application Number</b>	<b>Trademark Application Date</b>
MIDWEST EYE CENTER, INC.	MIDWEST EYECENTER and Design 	2581743	6/18/02	76244050	4/20/01
MIDWEST EYE CENTER, INC.	TRUST THE DOCTOR THAT OTHER DOCTORS TRUST	1945542	1/2/96	74617768	1/4/96
MIDWEST EYE CENTER, INC.	LENSIK	3421872	5/6/08	77234435	7/20/07
SCP EYE CARE SERVICES, LLC	EYESOUTH PARTNERS And Design 	N/A	N/A	90366210	12/8/20