

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capital Vision Services, LLC		07/21/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4543370	LIFEFIT	
Serial Number:	88673741	MYEYEDR. O.D.	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-701-3365		
Email:	ecarrera@cahill.com		
Correspondent Name:	Elaine Carrera, Senior Paralegal		
Address Line 1:	32 Old Slip		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	1347986 1L TM		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	03/29/2021		
Total Attachments: 4			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 21, 2020, is made by the entity listed as Grantor on the signature page hereto (the “**Grantor**”), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (the “**Second Lien Agent**”).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of August 29, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”, capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement), among MED ParentCo, LP (the “**Borrower**”), MED Intermediate Parent, Inc. (“**Holdings**”), MED Parent, Inc. (“**Intermediate Holdings**”), the Grantor (f/k/a Capital Vision Services, LP), the Second Lien Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the Second Lien Credit Agreement), the Grantor has assigned, pledged and granted to the Second Lien Agent a continuing security interest in and to all of its Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto, in each case solely, to the extent the same constitute Collateral (the “**Trademarks**”). Until the Termination Date (as defined in the Second Lien Credit Agreement), the Second Lien Agent shall retain its security interest in the Trademarks granted herein and in the Security Agreement and any lien granted on any property granted hereunder shall automatically be released in accordance with Section 7.12 of the Security Agreement.

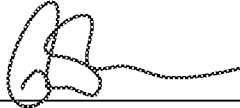
NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants the Second Lien Agent a lien on and security interest in, all of its right, title and interest in, to and under the Trademarks.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantor does not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement). Additionally, unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CAPITAL VISION SERVICES, LLC, as Grantor

By:  _____
Name: Robert Teixeira
Title: Chief Financial Officer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007235 FRAME: 0979

ACCEPTED AND ACKNOWLEDGED BY:

JEFFERIES FINANCE LLC,
as Second Lien Agent

By: J.R. Young
Name: J.R. Young
Title: Managing Director

**Schedule I
Trademarks**

U.S. Trademarks and Applications

Mark	Juris.	App. No.	App. Date	Reg. No	Reg. Date	Owner of Record
MYEYEDR. O.D.	US	88/673,741	10/30/2019			Capital Vision Services, LLC
LIFEFIT	US	86/100,521	10/24/2013	4,543,370	06/03/2014	Capital Vision Services, LLC