

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642870

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900606405		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TWIN BROOK CAPITAL PARTNERS, LLC		03/16/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDWEST EYE CENTER, INC.		
Street Address:	4452 Eastgate Blvd.		
Internal Address:	#300		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45245		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2581743	MIDWEST EYECENTER	
Registration Number:	1945542	TRUST THE DOCTOR THAT OTHER DOCTORS TRUS	
Registration Number:	3421872	LENSIK	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	Jeffrey.norgle@kirkland.com		
Correspondent Name:	Jeffrey Norgle		
Address Line 1:	300 North LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	50308-0001		
NAME OF SUBMITTER:	Jeffrey Norgle		
SIGNATURE:	/Jeffrey Norgle/		
DATE SIGNED:	04/28/2021		

Total Attachments: 3

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 16, 2021, by TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Lenders (“Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, MIDWEST EYE CENTER, INC., a Delaware corporation (“Grantor”), and Agent are parties to that certain Trademark Security Agreement, dated as of January 4, 2021 (the “Security Agreement”), pursuant to which the Grantor granted a security interest to Agent for its benefit and the ratable benefit of the Lenders in certain Trademarks (as defined in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on January 4, 2021, at Reel 7170, Frame 0847;

WHEREAS, Grantor has requested that Agent, for itself and on behalf of the Lenders, release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent, on behalf of itself and the Lenders, their successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has in any and all right, title and interest that it may have, in, to and under the following (collectively the “Trademark Collateral”):

(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 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.

2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent’s right, title and interest in and to the Trademarks and the Trademark Collateral.

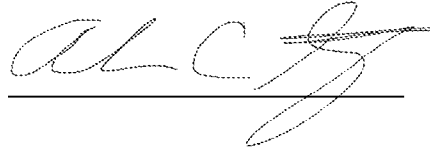
3. Agent agrees, at the Grantor’s expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Trademark Release and Reassignment.

[Signature Page Follows]


IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

TWIN BROOK CAPITAL PARTNERS, LLC

By:
Name:
Title:

A handwritten signature in black ink, appearing to read "ALC" followed by a stylized flourish, is written over a horizontal line.

SCHEDULE A

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner
<u>MIDWEST EYECENTER and Design</u> 	76244050	04/20/2001	2581743	06/18/2002	Registered	MIDWEST EYE CENTER, INC.
<u>TRUST THE DOCTOR THAT OTHER DOCTORS TRUST</u>	74617768	01/04/1995	1945542	01/02/1996	Registered	MIDWEST EYE CENTER, INC.
<u>LENSIK</u>	77234435	7/20/07	3421872	05/06/2008	Registered	MIDWEST EYE CENTER, INC.