

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM649854

<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>
NEW LOOK VISION GROUP INC. / GROUPE VISION NEW LOOK INC.		05/26/2021	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLUB CAPITAL MARKETS LLC, as collateral agent		
<b>Street Address:</b>	200 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10166		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5809713	NEWLOOK EYEWEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	053644-0276		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>SIGNATURE:</b>	/atk/		
<b>DATE SIGNED:</b>	05/26/2021		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT CONFIRMATION

TRADEMARK SECURITY AGREEMENT CONFIRMATION, dated as of May 26, 2021 (this "Agreement"), among NEW LOOK VISION GROUP INC. / GROUPE VISION NEW LOOK INC. (the "Grantor") and GOLUB CAPITAL MARKETS LLC, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain Credit Agreement, dated as of May 26, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NEW LOOK HOLDINGS LIMITED PARTNERSHIP, a limited partnership existing under the laws of the Province of Ontario ("Holdings"), NEW LOOK (DELAWARE) CORPORATION, a Delaware corporation (the "U.S. Borrower"), NL1 ACQUIRECO INC., a corporation existing under the laws of the Province of British Columbia (the "Canadian Borrower" or "Borrower Representative"; provided that, upon the effectiveness of the Initial Amalgamation, each of "Canadian Borrower" and "Borrower Representative" shall refer to the entity resulting from the Initial Amalgamation to be called New Look Vision Group Inc.; the Canadian Borrower, collectively with the U.S. Borrower, each a "Borrower" and collectively, the "Borrowers"), the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and GOLUB CAPITAL MARKETS LLC, as the administrative agent, (b) that certain Canadian Collateral Agreement, dated as of May 26, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Canadian Collateral Agreement"), among the Canadian Borrower, the other grantors from time to time party thereto and the Collateral Agent, and (c) that certain Deed of Hypothec, dated as of May 26, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Deed of Hypothec", together with the Canadian Collateral Agreement, the "Collateral Agreements"). The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the applicable Canadian Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Canadian Collateral Agreement also apply to this Agreement to the extent applicable.

SECTION 1. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Canadian Secured Obligations, the Grantor hereby confirms that it has granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and hypothec on (collectively, the "Security Interest"), *inter alia*, all of such Grantor's right, title and interest in, to and under (a) the U.S. Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor's business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with

respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, 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 under applicable federal law.

SECTION 2. Termination. Subject to Section 5.13 of the Canadian Collateral Agreement, at such time when (i) all the Loan Document Obligations (including all LC Disbursements, if any, but excluding (x) contingent amounts not yet due and (y) Cash Management Obligations) have been paid in full in cash, (ii) all Commitments have terminated or expired and (iii) the LC Exposure has been reduced to zero (including as a result of obtaining the consent of the applicable Issuing Bank as described in Section 9.05 of the Credit Agreement) and the Issuing Banks have no further obligation to issue or amend Letters of Credit under the Credit Agreement, the Security Interest shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and Security Interest in the Trademark Collateral under this Agreement.

SECTION 3. Canadian Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the applicable Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreements, the terms of the applicable 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. The words “execution,” “signed,” “signature” and words of like import in this Agreement or any other document to be signed in connection with this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including Parts 2 and 3 of the Personal Information and Electronic Documents Act (Canada), the Electronic Commerce Act (Ontario) and other similar federal or provincial laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada or its Uniform Electronic Evidence Act, as the case may be. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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


Grantors:

**NEW LOOK VISION GROUP INC. /  
GROUPE VISION NEW LOOK INC.**

By  \_\_\_\_\_  
Name: Antoine Amiel  
Title: Authorized Signatory

[Signature page to Trademark Security Agreement]

**GOLUB CAPITAL MARKETS LLC, as  
Collateral Agent**

By:   
Name: Marc C. Robinson  
Title: Senior Managing Director

Schedule I

**TRADEMARKS**

MARK NAME	COUNTRY	REGISTRATION NO.	REGISTRATION DATE
NEW LOOK EYEWEAR & DESIGN (HORIZONTAL)	US	5809713	07/13/2019