

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654062

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPHTHALMIC AND OCULOPLASTIC SURGERY, LLC		06/15/2021	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	WEBSTER BANK, N.A.		
Street Address:	200 Elm Street, 3rd Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4583893	KELLIS LASER LIFT	
Registration Number:	4592302		
CORRESPONDENCE DATA			
Fax Number:	6507393900		
<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:	6507393939		
Email:	DebbieWu@JonesDay.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	767325-000002		
NAME OF SUBMITTER:	Debbie Wu		
SIGNATURE:	/Debbie Wu/		
DATE SIGNED:	06/15/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 15, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Webster Bank, N.A. (“Webster”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 15, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Sunvera Group, LLC, a Delaware limited liability company (the “Borrower”), Holdings, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and the L/C Issuers from time to time party thereto and Webster, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 the following Collateral of such Grantor (to the extent not constituting Excluded Property) (the “Trademark Collateral”):

- (a) all of its registered and applied for Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Trademarks and IP Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

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

OPHTHALMIC AND OCULOPLASTIC
SURGERY, LLC

as Grantor

By: 

Name: Greg Nodland

Title: Chief Executive Officer

SUNVERA GROUP, LLC (F/K/A OSM MSO, LLC)

as Grantor

By: 

Name: Greg Nodland

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

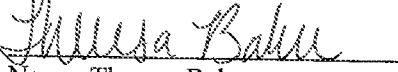
TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

WEBSTER BANK, N.A.

as Agent

By:



Name: Theresa Baker

Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

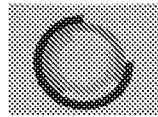
Trademark Registrations

1. REGISTERED TRADEMARKS

Applications –

Loan Party – Owner	Trademark	Serial Number	Filing Date
Sunvera Group, LLC (f/k/a OSM MSO, LLC)	SUNVERA	88596428	08/28/2019

Registrations –

Loan Party – Owner	Trademark	Registration Number	Registration Date
Ophthalmic and Oculoplastic Surgery, LLC	KELLIS LASER LIFT	4,583,893	08/12/2014
Ophthalmic and Oculoplastic Surgery, LLC		4,592,302	08/26/2014
Ophthalmic and Oculoplastic Surgery, LLC	KELLIS EYE AND LASER CENTER (registered as a fictitious name)	4,103,507	11/29/2017