

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Professional Eye Care Associates of America, Inc.		07/27/2021	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Deerpath Fund Services, LLC, as Agent		
Street Address:	405 Lexington Avenue, 53rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10174		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90352309	MD EXCELLENCE	
Serial Number:	90352307	MDX	
Serial Number:	85385034	PECAA	
Serial Number:	85867765	ODX	
Serial Number:	85867764	OD EXCELLENCE	
Serial Number:	85469267	INCENTIVEYES	
CORRESPONDENCE DATA			
Fax Number:	7132266397		
<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:	713-226-6000		
Email:	TMMail@porterhedges.com		
Correspondent Name:	Jonathan Pierce		
Address Line 1:	P.O. Box 4744		
Address Line 4:	Houston, TEXAS 77210-4744		
NAME OF SUBMITTER:	Jonathan Pierce		
SIGNATURE:	/jmp/		
DATE SIGNED:	07/28/2021		

CH \$165.00 90352309

Total Attachments: 4

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GRANT OF A SECURITY INTEREST—TRADEMARKS

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of July 27, 2021, by PROFESSIONAL EYE CARE ASSOCIATES OF AMERICA, INC., AN OREGON CORPORATION (“Grantor”), in favor of DEERPATH FUND SERVICES, LLC, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, the Grantor has adopted, is using, or has an intent to use, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated July 27, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

Notwithstanding anything contained herein to the contrary, “Collateral” shall not include any “intent to use” trademark applications for which a statement of use or an amendment to allege use has not been filed (but such applications shall automatically be Collateral without further action by any party once an amendment to allege use or a statement of use is filed).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

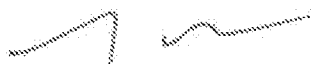
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by any electronic means shall be equally effective as delivery of an original executed counterpart.

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

PROFESSIONAL EYE CARE ASSOCIATES OF
AMERICA, INC.

By: 
Name: John Martin
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (PROFESSIONAL EYE CARE ASSOCIATES OF AMERICA, INC.)]

TRADEMARK
REEL: 007367 FRAME: 0144

**SCHEDULE A
TO GRANT OF A SECURITY INTEREST**

Trademark Registrations and Applications

Appln. No.	File Date	Reg. No.	Reg. Date	Trademark	Trademark Owner
90/352,309	2020-12-01			MD EXCELLENCE	Professional Eye Care Associates of America, Inc.
90/352,307	2020-12-01			MDX	Professional Eye Care Associates of America, Inc.
		4716699	2015-04-07	PECAA	Professional Eye Care Associates of America, Inc.
		4520239	2014-04-29	ODX	Professional Eye Care Associates of America, Inc.
		4643301	2014-11-25	OD EXCELLENCE	Professional Eye Care Associates of America, Inc.
		4343320	2013-05-28	INCENTIVEYES	Professional Eye Care Associates of America, Inc.