

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688326

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eye Care Associates of Greater Cincinnati, Inc.		11/15/2021	Corporation: OHIO
Northmark Medical Management, LLC		11/15/2021	Limited Liability Company: OHIO
CEI Vision Partners, LLC		11/15/2021	Limited Liability Company: DELAWARE
Eyecare Partners, LLC		11/15/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4394020	APEXEYE
Registration Number:	4340056	APEXEYE
Registration Number:	4340022	APEX EYE
Registration Number:	5233409	NORTHMARK MEDICAL PARTNERS
Registration Number:	2918659	CEI
Registration Number:	2999770	LEADERS IN EYE CARE, EXPERTS IN LASIK
Registration Number:	5704809	CEI VISION PARTNERS
Registration Number:	6513195	BYRD & WYANDOTTE EYE CLINIC
Registration Number:	6390892	ECP CARES CRISIS AID RELIEF FOR EMPLOYEE
Registration Number:	5644646	OUR PURPOSE IS TO: LEAD THE WAY. IMPROVE
Registration Number:	4368569	SEE EVERY MOMENT
Registration Number:	3394386	SHORELINE VISION
Registration Number:	3394385	SHORELINE VISION VISION CARE. FOR LIFE.

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90300594	EYECARE PARTNERS
Serial Number:	90300600	EYECARE PARTNERS LLC
Serial Number:	97076671	GRENE VISION GROUP

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1523624 TM A
NAME OF SUBMITTER:	Margot Tolley
SIGNATURE:	/Margot Tolley/
DATE SIGNED:	11/16/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of November 15, 2021, is made by (i) Eye Care Associates of Greater Cincinnati, Inc., an Ohio corporation, (ii) Northmark Medical Management, LLC, an Ohio limited liability company, (iii) CEI Vision Partners, LLC, a Delaware limited liability company and (iv) Eyecare Partners, LLC, a Delaware limited liability company (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain First Lien Security Agreement, dated as of February 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under its registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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 signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file)

transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

**EYE CARE ASSOCIATES OF GREATER
CINCINNATI, INC.
NORTHMARK MEDICAL MANAGEMENT, LLC
CEI VISION PARTNERS, LLC
EYECARE PARTNERS, LLC**

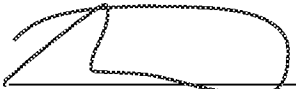
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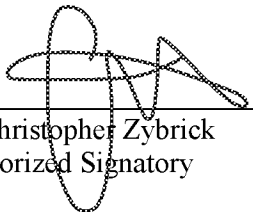
Name: David Clark

Title: Chief Executive Officer

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

By: 
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: 
Name: Christopher Zybrick
Title: Authorized Signatory

SCHEDULE A

<u>Current Owner</u>	<u>Mark Name</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
Eye Care Associates of Greater Cincinnati, Inc.	APEXEYE	85/777656	11/13/2012	4394020	08/27/2013	U.S.
Eye Care Associates of Greater Cincinnati, Inc.	APEXEYE	85/747809	10/8/2012	4340056	05/21/2013	U.S.
Eye Care Associates of Greater Cincinnati, Inc.	APEXEYE	85/673646	7/11/2012	4340022	05/21/2013	U.S.
Northmark Medical Management, LLC	NORTHMARK MEDICAL PARTNERS	86/880349	1/20/2016	5233409	06/27/2017	U.S.
CEI Vision Partners, LLC	CEI	76570100	1/14/2004	2918659	01/18/2005	U.S.
CEI Vision Partners, LLC	LEADERS IN EYE CARE, EXPERTS IN LASIK	76570101	1/14/2004	2999770	09/27/2005	U.S.
CEI Vision Partners, LLC	CEI VISION PARTNERS	87785768	02/06/2018	5704809	03/19/2019	U.S.
Eyecare Partners, LLC	BYRD AND WYANDOTTE EYE CLINIC	90/380150	12/14/2020	6513195	10/05/2021	U.S.
Eyecare Partners, LLC	ECP CARES CRISIS AID RELIEF FOR EMPLOYEES (and design)	88/932890	05/26/2020	6390892	06/15/2021	U.S.
Eyecare Partners, LLC	EYECARE PARTNERS	90/300594	11/05/2020			U.S.
Eyecare Partners, LLC	EYECARE PARTNERS LLC (and Design)	90/300600	11/05/2020			U.S.
Eyecare Partners, LLC	GRENE VISION GROUP	97/076671	10/15/2021			U.S.

Schedule A-1
to Trademark Security Agreement

<u>Current Owner</u>	<u>Mark Name</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
Eyecare Partners, LLC	OUR PURPOSE IS TO: LEAD THE WAY. IMPROVE SIGHT. CHANGE LIVES	87/597746	09/06/2017	5644646	01/01/2019	U.S.
Eyecare Partners, LLC	SEE EVERY MOMENT	85/801610	12/13/2012	4368569	07/16/2013	U.S.
Eyecare Partners, LLC	SHORELINE VISION (and Design)	77/195722	06/01/2007	3394386	03/11/2008	U.S.
Eyecare Partners, LLC	SHORELINE VISION VISION CARE. FOR LIFE. (and Design)	77/195580	06/01/2007	3394385	03/11/2008	U.S.