

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM688329

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clarkson Eyecare, LLC		11/15/2021	Limited Liability Company: MISSOURI
ECC NC, LLC		11/15/2021	Limited Liability Company: NORTH CAROLINA
ECP Georgia, LLC		11/15/2021	Limited Liability Company: GEORGIA
ECP Illinois, LLC		11/15/2021	Limited Liability Company: ILLINOIS
ECP Kansas, LLC		11/15/2021	Limited Liability Company: KANSAS
Eyecare Partners, LLC		11/15/2021	Limited Liability Company: DELAWARE
Nationwide Vision Center, LLC		11/15/2021	Limited Liability Company: ARIZONA
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

## RECEIVING PARTY DATA

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

## PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
<b>Registration Number:</b>	2401245	CLARKSON EYECARE
<b>Registration Number:</b>	2263013	
<b>Registration Number:</b>	3382478	CLARKSONCONTACTS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2983128	IT'S HOW YOU SEE.
Registration Number:	4625511	EYECARE 360
Registration Number:	4645140	CLARKSON EYECARE
Registration Number:	1215373	E
Registration Number:	3404579	E EYECARECENTER
Registration Number:	3754126	E EYECARECENTER
Registration Number:	4908020	EE
Registration Number:	4908022	EYE ELEMENTS
Registration Number:	4063164	
Registration Number:	4070261	EYE ELEMENTS
Registration Number:	4813665	QUANTUM VISION
Registration Number:	4813666	QUANTUM VISION
Registration Number:	4702358	WE PUT LIVES IN FOCUS
Registration Number:	4580136	
Registration Number:	4818702	
Registration Number:	4690978	WE PUT LIVES IN FOCUS
Registration Number:	3161594	FRESH EYES
Registration Number:	5160013	THE EYEDOCTORS OPTOMETRISTS
Registration Number:	6513195	BYRD & WYANDOTTE EYE CLINIC
Registration Number:	6390892	ECP CARES CRISIS AID RELIEF FOR EMPLOYEE
Registration Number:	5829874	EYE CARE YOU TRUST, FOR THE ONES YOU LOV
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.
Registration Number:	5971617	NWO NATIONWIDE OPTOMETRY
Registration Number:	5678925	N NATIONWIDE VISION
Registration Number:	1543021	NATIONWIDE VISION CENTER
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
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

<b>ATTORNEY DOCKET NUMBER:</b>	1523624 TM B
<b>NAME OF SUBMITTER:</b>	Margot Tolley
<b>SIGNATURE:</b>	/Margot Tolley/
<b>DATE SIGNED:</b>	11/16/2021

**Total Attachments: 7**

source=B - #95192643v1 - (Eye of the Tiger - Second Lien Trademark Security Agreement - Executed)#page3.tif  
source=B - #95192643v1 - (Eye of the Tiger - Second Lien Trademark Security Agreement - Executed)#page4.tif  
source=B - #95192643v1 - (Eye of the Tiger - Second Lien Trademark Security Agreement - Executed)#page5.tif  
source=B - #95192643v1 - (Eye of the Tiger - Second Lien Trademark Security Agreement - Executed)#page6.tif  
source=B - #95192643v1 - (Eye of the Tiger - Second Lien Trademark Security Agreement - Executed)#page7.tif  
source=B - #95192643v1 - (Eye of the Tiger - Second Lien Trademark Security Agreement - Executed)#page8.tif  
source=B - #95192643v1 - (Eye of the Tiger - Second Lien Trademark Security Agreement - Executed)#page9.tif

TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as may be amended, restated, amended and restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of November 15, 2021, is made by (i) Clarkson Eyecare, LLC, a Missouri limited liability company, (ii) ecc NC, LLC, a North Carolina limited liability company, (iii) ECP Georgia, LLC, a Georgia limited liability company, (iv) ECP Illinois, LLC, an Illinois limited liability company, (v) ECP Kansas, LLC, a Kansas limited liability company, (vi) Eyecare Partners, LLC, a Delaware limited liability company, (vii) Nationwide Vision Center, LLC, an Arizona limited liability company, (viii) Eye Care Associates of Greater Cincinnati, Inc., an Ohio corporation, (ix) Northmark Medical Management, LLC, an Ohio limited liability company, and (x) CEI Vision 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 Second Lien Security Agreement, dated as of November 15, 2021 (as may be 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, each 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).

[Remainder of this page intentionally left blank]

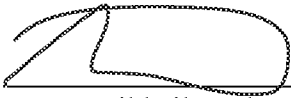
IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

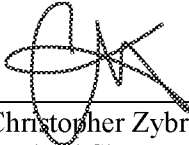
CLARKSON EYECARE, LLC  
ECC NC, LLC  
ECP GEORGIA, LLC  
ECP ILLINOIS, LLC  
ECP KANSAS, LLC  
NATIONWIDE VISION CENTER, LLC  
EYECARE PARTNERS, LLC  
EYE CARE ASSOCIATES OF GREATER  
CINCINNATI, INC.  
NORTHMARK MEDICAL MANAGEMENT, LLC  
CEI VISION PARTNERS, LLC

By:   
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>
Clarkson Eyecare, LLC	CLARKSON EYECARE	75/486989	05/18/1998	2401245	11/07/2000	U.S.
Clarkson Eyecare, LLC	DESIGN (Eye)	75/496178	06/04/1998	2263013	07/20/1999	U.S.
Clarkson Eyecare, LLC	CLARKSONCON TACTS	77/023076	10/17/2006	3382478	02/12/2008	U.S.
Clarkson Eyecare, LLC	IT'S HOW YOU SEE.	78/393072	03/30/2004	2983128	08/09/2005	U.S.
Clarkson Eyecare, LLC	EYECARE 360 (and design)	85/806906	12/19/2012	4625511	10/21/2014	U.S.
Clarkson Eyecare, LLC	CLARKSON EYECARE (and design)	86/260555	04/23/2014	4645140	11/25/2014	U.S.
ecc NC, LLC	E ( and design)	73/317298	07/01/1981	1215373	11/02/1982	U.S.
ecc NC, LLC	E EYECARE CENTER (and design)	77/194300	05/31/2007	3404579	04/01/2008	U.S.
ecc NC, LLC	E EYECARE CENTER (and design)	77/758317	6/12/2009	3754126	03/02/2010	U.S.
ECP Georgia, LLC	EE (and design)	86/670288	06/22/2015	4908020	03/01/2016	U.S.
ECP Georgia, LLC	EYE ELEMENTS	86/670323	06/22/2015	4908022	03/01/2016	U.S.
ECP Georgia, LLC	EE (and design)	85/304765	04/26/2011	4063164	11/29/2011	U.S.
ECP Georgia, LLC	EYE ELEMENTS	85/304733	4/26/2011	4070261	12/13/2011	U.S.
ECP Illinois, LLC	QUANTUM VISION	86/164221	01/13/2014	4813665	09/15/2015	U.S.
ECP Illinois, LLC	QUANTUM VISION	86/164227	01/13/2014	4813666	09/15/2015	U.S.
ECP Illinois, LLC	WE PUT LIVES IN FOCUS	86/167493	01/16/2014	4702358	03/17/2015	U.S.
ECP Illinois, LLC	DESIGN ONLY (Stylized eye, multicolor)	86/167,634	01/16/2014	4580136	08/05/2014	U.S.



<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>
ECP Illinois, LLC	(DESIGN ONLY) Stylized depiction of an incomplete eye	86/168853	01/17/2014	4818702	09/22/2015	U.S.
ECP Illinois, LLC	WE PUT LIVES IN FOCUS	86/191352	02/12/2014	4690978	02/24/2015	U.S.
ECP Kansas, LLC	FRESH EYES	78/499150	10/13/2004	3161594	10/24/2006	U.S.
ECP Kansas, LLC	THE EYEDOCTORS OPTOMETRISTS (and Design)	87/112937	07/22/2016	5160013	03/14/2017	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	EYE CARE YOU TRUST, FOR THE ONES YOU LOVE	87/931558	05/22/2018	5829874	08/06/2019	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.
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.

<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>
Nationwide Vision Center, LLC	NWO NATIONWIDE OPTOMETRY (and design)	88/477617	06/18/2019	5971617	01/28/2020	U.S.
Nationwide Vision Center, LLC	N Nationwide Vision (design plus words, letters and/or numbers)	88/000127	06/14/2018	5678925	02/19/2019	U.S.
Nationwide Vision Center, LLC	Nationwide Vision Center (word mark)	73/686741	09/28/1987	1543021	06/06/1989	U.S.
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.