

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM688330

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		11/15/2021	Bank: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Clarkson Eyecare, LLC		
Street Address:	15933 Clayton Road		
City:	Ballwin		
State/Country:	MISSOURI		
Postal Code:	63011		
Entity Type:	Limited Liability Company: MISSOURI		
Name:	eec NC, LLC		
Street Address:	2325 Sunset Avenue		
City:	Rocky Mount		
State/Country:	NORTH CAROLINA		
Postal Code:	27804		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
Name:	ECP Georgia, LLC		
Street Address:	15933 Clayton Road, Suite 210		
City:	Ballwin		
State/Country:	MISSOURI		
Postal Code:	63011		
Entity Type:	Limited Liability Company: GEORGIA		
Name:	ECP Illinois, LLC		
Street Address:	15933 Clayton Road, Suite 210		
City:	Ballwin		
State/Country:	MISSOURI		
Postal Code:	63011		
Entity Type:	Limited Liability Company: ILLINOIS		
Name:	ECP Kansas, LLC		
Street Address:	10851 Mastin Boulevard, Suite 1000		
City:	Overland Park		

TRADEMARK

State/Country:	KANSAS
Postal Code:	66210
Entity Type:	Limited Liability Company: KANSAS
Name:	Nationwide Vision Center, LLC
Street Address:	220 N. McKemy Avenue
City:	Chandler
State/Country:	ARIZONA
Postal Code:	85226
Entity Type:	Limited Liability Company: ARIZONA
Name:	Rinkov Eyecare Centers, LLC
Street Address:	15933 Clayton Road, Suite 210
City:	Ballwin
State/Country:	MISSOURI
Postal Code:	63011
Entity Type:	Limited Liability Company: OHIO

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2401245	CLARKSON EYECARE
Registration Number:	2267035	CLARKSON EYECARE
Registration Number:	2263013	
Registration Number:	3382478	CLARKSONCONTACTS
Registration Number:	3863598	GROWCMS
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:	4070261	EYE ELEMENTS
Registration Number:	4063164	
Registration Number:	4908020	EE
Registration Number:	4908022	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

Property Type	Number	Word Mark
Registration Number:	3161594	FRESH EYES
Registration Number:	5160013	THE EYEDOCTORS OPTOMETRISTS
Registration Number:	5971617	NWO NATIONWIDE OPTOMETRY
Registration Number:	5678925	N NATIONWIDE VISION
Registration Number:	1543021	NATIONWIDE VISION CENTER
Registration Number:	4436648	CARE : 20 20 : LIFE
Registration Number:	4434227	20-POINT EYE EXAMINATION

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 REL E
NAME OF SUBMITTER:	Margot Tolley
SIGNATURE:	/Margot Tolley/
DATE SIGNED:	11/16/2021

Total Attachments: 7

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**RELEASE OF SECURITY INTEREST
IN TRADEMARK AND COPYRIGHT COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK AND COPYRIGHT COLLATERAL (this “Release”), dated as of November 15, 2021, is made by Barclays Bank PLC, in its capacity as collateral agent (the “Collateral Agent”), in favor of (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) Nationwide Vision Center, LLC, an Arizona limited liability company, and (vii) Rinkov Eyecare Centers, LLC, an Ohio limited liability company (each, a “Grantor” and collectively, the “Grantors”), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of February 18, 2020 (as amended, restated, amended and restated, supplemented and restructured or otherwise modified, renewed or replaced from time to time, the “Security Agreement”), among the Grantors and the other parties party thereto, in favor of the Collateral Agent, the Grantors granted a security interest in all of the Grantors’ and certain other parties’ right, title, and interest in, to and under certain collateral, including the Trademark Collateral and Copyright Collateral (each as defined in the applicable IP Security Agreement, as defined below), in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, those certain Trademark Security Agreements and Copyright Security Agreements listed in Annex I attached hereto (collectively, the “IP Security Agreements”) were entered into by a Grantor and the Collateral Agent; and

WHEREAS, the Collateral Agent now desires to terminate and release the IP Security Agreements and the entirety of its security interest in the IP Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

1. Definitions. The term “IP Collateral”, as used herein, shall include all of the Grantors’ right, title or interest in, to and under all Trademark Collateral and Copyright Collateral, including without limitation all of the trademarks and copyrights listed on Annex II attached hereto. Capitalized terms used, but not otherwise defined herein, shall have the meanings set forth in the Security Agreement or the applicable IP Security Agreement, as applicable.

2. Release of Security Interest. The Collateral Agent, without recourse, representation or warranty and at the Grantors’ sole cost and expense, hereby terminates, cancels, releases, relinquishes, discharges and reassigns to the Grantors, in its entirety, for the benefit of the Grantors and their successors and assigns, its security interest in, to and under the IP Collateral and hereby terminates and releases the IP Security Agreements described on Annex I attached hereto. Any and all right, title and interest of the Collateral Agent in, to and under the IP Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. The Collateral Agent hereby authorizes the Grantors and their successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office and the United States Copyright Office, at the sole expense of the Grantors, to evidence and effectuate the release and termination of the Collateral Agent’s security interest in the IP Collateral.

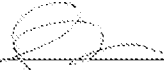
3. Execution in Counterparts; Electronic Signatures. This Release may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Any signature to this Release may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Release.

4. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first written above.

BARCLAYS BANK PLC,
as Collateral Agent

By:  _____
Name: Emily Knickel
Title: Authorized Signatory

ANNEX I

Trademark Security Agreement against (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) Nationwide Vision Center, LLC, an Arizona limited liability company, and (vii) Rinkov Eyecare Centers, LLC, dated as of February 18, 2020 and recorded with the United States Patent and Trademark Office on February 19, 2020 at Reel 6867, Frame 0389.

Copyright Security Agreement against Clarkson Eyecare, LLC, a Missouri limited liability company, dated as of February 18, 2020 and recorded with the United States Copyright Office on February 20, 2020 in Volume 9980, Document 172.

ANNEX II

TRADEMARK REGISTRATIONS AND APPLICATIONS

<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	75/486,989	05/18/1998	2,401,245	11/07/2000	U.S.
Clarkson Eyecare, LLC	CLARKSON EYECARE (and design)	75/496,177	6/4/1998	2,267,035	08/03/1999	U.S.
Clarkson Eyecare, LLC	DESIGN (Eye)	75/496,178	06/04/1998	2,263,013	07/20/1999	U.S.
Clarkson Eyecare, LLC	CLARKSONCON TACTS	77/023,076	10/17/2006	3,382,478	02/12/2008	U.S.
Clarkson Eyecare, LLC	GROWCMS	77/954,121	03/09/2010	3,863,598	10/19/2010	U.S.
Clarkson Eyecare, LLC	IT'S HOW YOU SEE.	78/393,072	03/30/2004	2,983,128	08/09/2005	U.S.
Clarkson Eyecare, LLC	EYECARE 360 (and design)	85/806,906	12/19/2012	4,625,511	10/21/2014	U.S.
Clarkson Eyecare, LLC	CLARKSON EYECARE (and design)	86/260,555	04/23/2014	4,645,140	11/25/2014	U.S.
ECC NC, LLC	E (and design)	73/317,298	07/01/1981	1,215,373	11/02/1982	U.S.
ECC NC, LLC	E EYECARE CENTER (and design)	77/194,300	05/31/2007	3,404,579	04/01/2008	U.S.
ECC NC, LLC	E EYECARE CENTER (and design)	77/758,317	6/12/2009	3,754,126	03/02/2010	U.S.
ECP Georgia, LLC	EYE ELEMENTS	85/304,733	4/26/2011	4,070,261	12/13/2011	U.S.
ECP Georgia, LLC	EE (and design)	85/304,765	04/26/2011	4,063,164	11/29/2011	U.S.
ECP Georgia, LLC	EE (and design)	86/670,288	06/22/2015	4,908,020	03/01/2016	U.S.
ECP Georgia, LLC	EYE ELEMENTS	86/670,323	06/22/2015	4,908,022	03/01/2016	U.S.
ECP Illinois, LLC	QUANTUM VISION	86/164,221	01/13/2014	4,813,665	09/15/2015	U.S.
ECP Illinois, LLC	QUANTUM VISION	86/164,227	01/13/2014	4,813,666	09/15/2015	U.S.
ECP Illinois, LLC	WE PUT LIVES IN FOCUS	86/167,493	01/16/2014	4,702,358	03/17/2015	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	86/167,634	01/16/2014	4,580,136	08/05/2014	U.S.
ECP Illinois, LLC	(DESIGN ONLY) Stylized depiction of an incomplete eye	86/168,853	01/17/2014	4,818,702	09/22/2015	U.S.
ECP Illinois, LLC	WE PUT LIVES IN FOCUS	86/191,352	02/12/2014	4,690,978	02/24/2015	U.S.
ECP Kansas, LLC	FRESH EYES	78/499,150	10/13/2004	3,161,594	10/24/2006	U.S.
ECP Kansas, LLC	THE EYEDOCTORS OPTOMETRISTS (and Design)	87/112,937	07/22/2016	5,160,013	03/14/2017	U.S.
Nationwide Vision Center, LLC	NWO NATIONWIDE OPTOMETRY	88/477617	06/18/2019	5,971,617	01/28/2020	U.S.
Nationwide Vision Center, LLC	N Nationwide Vision (design plus words, letters and/or numbers)	88/000,127	06/14/2018	5,678,925	2/19/2019	U.S.
Nationwide Vision Center, LLC	Nationwide Vision Center (word mark)	73/686,741	09/28/1987	1,543,021	6/6/1989	U.S.
Rinkov Eyecare Centers, LLC	CARE : 20 20 : LIFE	85/960,811	06/15/2013	4,436,648	11/19/2013	U.S.
Rinkov Eyecare Centers, LLC	20-POINT EYE EXAMINATION	85/971,234	06/27/2013	4,434,227	11/12/2013	U.S.

COPYRIGHT REGISTRATIONS AND APPLICATIONS

Current Owner	Title	Registration Number	Registration Date	Jurisdiction
Clarkson Eyecare, Inc. ¹	Copyright: Care management system	TX0005725524	02/14/2003	U.S.
Clarkson Eyecare, Inc. ²	Copyright: EMR Electronic Medical Records	TX0007148533	03/03/2010	U.S.
Clarkson Eyecare, Inc. ³	Copyright: EMR Electronic Medical Records (screenshots)	TX0007378958	03/03/2010	U.S.

¹ Former name of Clarkson Eyecare, LLC.

² Former name of Clarkson Eyecare, LLC.

³ Former name of Clarkson Eyecare, LLC.