

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696748

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Optimax Investments Ltd.		12/20/2021	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	90092594	GLASSESUSA.COM	
Serial Number:	85614538	GLASSESUSA.COM	
Serial Number:	90092582	GLASSESUSA.COM	
Serial Number:	90092590	GLASSESUSA.COM	
Serial Number:	90103384	HAPPY TO SEE YOU	
Serial Number:	90103386	AMELIA E.	
Serial Number:	90103388	OTTOTO	
Serial Number:	90107033	BLUEASE	
Serial Number:	90107031	BLUEASE	
Serial Number:	90136339	AMELIA E.	
Serial Number:	90597680	VISTA PLUS	
Serial Number:	90597684	VISTA +	
Serial Number:	90764426	VISTA PLUS	
Serial Number:	97110097	GLASSESUSA	
Serial Number:	97110101	GLASSESUSA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

CH \$390.00 90092594

Phone: (619) 699-2708
Email: christian.cruz@us.dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 401 B Street
Address Line 2: Suite 1700
Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	12/21/2021

Total Attachments: 8
source=Second_Amendment_to_IPSA_-_Optimax_Ltd#page1.tif
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source=Second_Amendment_to_IPSA_-_Optimax_Ltd#page5.tif
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SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amended and Restated Intellectual Property Security Agreement (this “Agreement”) is entered into as of December 20, 2021 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR (“Bank”) and **OPTIMAX INVESTMENTS LTD**, a company organized under the laws of the State of Israel, with its principal place of business at 34 Habarzel St., Tel-Aviv, Israel, 6971051 (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, UNITED VISION PLANS, INC., a Delaware corporation, GLASSES USA, INC., a Delaware corporation, OPTIMAX EYEWEAR, INC., a Delaware corporation, GLASSESUSA FULFILLMENT CENTER, INC., a Delaware corporation, GLASSESUSA RETAIL, Inc., a Delaware corporation, and GLASSES CALIFORNIA, INC., a California corporation (each such party, together with Grantor, is hereinafter jointly and severally, individually and collectively, referred to as “Borrower”) (the “Loans”) in the amounts and manner set forth in that certain Amended and Restated Senior Loan and Security Agreement by and between Bank and Borrower dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank.

B. Pursuant to the terms of the Loan Agreement and the ISR Debenture, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Borrower’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:
 - (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);
 - (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the ISR Debenture, each of which are hereby incorporated by reference. The provisions of the Loan Agreement and the ISR Debenture shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the ISR Debenture and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed

counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and State of California, without giving effect to any choice or conflict of law provision or rule (whether of State of California or any other jurisdiction).

8. Amended and Restated Agreement. This Agreement amends and restates, and replaces, that certain Intellectual Property Security Agreement dated as of September 27, 2018, between Grantor and Bank, as amended.

9. Termination. The security interest granted hereunder shall terminate when all Obligations have been indefeasibly satisfied in full in cash and Bank has no further obligations to make any credit extensions to Borrower. Upon such termination, Bank shall, if requested by Borrower and at Grantor's sole cost and expense, execute all documents and other instruments as may be necessary to evidence the termination of the security interest granted hereunder.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

OPTIMAX INVESTMENTS LTD

DocuSigned by:
By: Erez Rosenberg
18D15E8098244AE...

Name: Erez Rosenberg

Title: CFO

BANK:

SILICON VALLEY BANK

DocuSigned by:
By: Ruari Phillips
7795D2343C2848A...

Name: Ruari Phillips

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Glasses Manufacture	63221571	14/07/2021

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
	90092594	04/08/2020
	85614538	02/05/2021
GLASSESUSA.COM	90092582	04/08/2020
GLASSESUSA.COM	90092590	04/08/2020
HAPPY TO SEE YOU	90103384	10/08/2020
AMELIA E.	90103386	10/08/2020
OTTOTO	90103388	10/08/2020
BLUEASE	90107033	11/08/2020
BLUEASE	90107031	11/08/2020
	90136339	25/08/2020
VISTA PLUS	90597680	23/03/2021
VISTA +	90597684	23/03/2021
	90764426	09/06/2021
GLASSESUSA	97110097	05/11/2021
GLASSESUSA	97110101	05/11/2021

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.