

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710015

| | | | |
|-----------------------------------|---|---------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ABB/CON-CISE OPTICAL GROUP LLC | | 02/23/2022 | Limited Liability Company: DELAWARE |
| Diversified Ophthalmics, Inc. | | 02/23/2022 | Corporation: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | Owl Rock Capital Corporation, as Collateral Agent | | |
| Street Address: | 399 Park Avenue, 38th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Corporation: MARYLAND | | |
| PROPERTY NUMBERS Total: 34 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6449452 | ABB AUTOSHIP | |
| Registration Number: | 6449455 | ABB ONEBILL | |
| Registration Number: | 6449453 | ABB VERIFY | |
| Registration Number: | 6036105 | DYNA CONE | |
| Registration Number: | 6169953 | DYNA INTRA LIMBAL | |
| Registration Number: | 6036104 | DYNA SCLERAL | |
| Registration Number: | 5049318 | SPECTRAVUE | |
| Registration Number: | 2068776 | DIVERSIFIED OPHTHALMICS | |
| Registration Number: | 2662337 | DYNA INTRA-LIMBAL | |
| Registration Number: | 6316050 | ABB | |
| Registration Number: | 6296226 | ABB ANALYZE | |
| Registration Number: | 6325137 | ABB ANALYZE, POWERED BY GLIMPSE | |
| Registration Number: | 6598342 | ABB CONNECT | |
| Registration Number: | 6296224 | ABB CONTACT LENS | |
| Registration Number: | 6598340 | ABB EDUCATE | |
| Registration Number: | 6296225 | ABB LABS | |
| Registration Number: | 6316047 | ABB OPTICAL GROUP | |
| Registration Number: | 6316048 | ABB OPTICAL GROUP | |

CH \$865.00 6449452

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------|
| Registration Number: | 6316049 | ABB OPTICAL GROUP |
| Registration Number: | 5391527 | CONCISE COLORS |
| Registration Number: | 6170561 | |
| Registration Number: | 6170560 | |
| Registration Number: | 5864506 | DIGITAL EYE LAB |
| Registration Number: | 5864507 | DIGITAL EYE LAB |
| Registration Number: | 5730638 | GLIMPSE |
| Registration Number: | 6375473 | GLIMPSE |
| Registration Number: | 3353184 | BIOLENS |
| Registration Number: | 3056217 | BIO-NITE |
| Registration Number: | 1083311 | OXYFLOW |
| Registration Number: | 1950462 | P.E.N. |
| Registration Number: | 1102574 | PLIAFLEX |
| Registration Number: | 1700750 | PRIMARY EYECARE NETWORK |
| Registration Number: | 1683165 | PRIMARY EYECARE NETWORK |
| Registration Number: | 3234151 | REVLENS |

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

| | |
|---------------------------|----------------------|
| NAME OF SUBMITTER: | Christine Slattery |
| SIGNATURE: | /Christine Slattery/ |
| DATE SIGNED: | 02/23/2022 |

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 23, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by ABB/CON-CISE OPTICAL GROUP LLC and DIVERSIFIED OPHTHALMICS, INC. (each a “**Grantor**” and, collectively, the “**Grantors**”) in favor of Owl Rock Capital Corporation, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement, dated as of February 23, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto and the Collateral Agent pursuant to which each Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to any and all of the following assets and properties, wherever located and whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security

interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein 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. This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at such Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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

ABB/CON-CISE OPTICAL GROUP LLC
DIVERSIFIED OPHTHALMICS, INC., each as a
Grantor

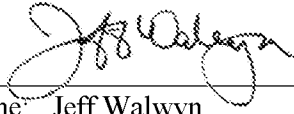
By: Michael Bono
Name: Michael Bono
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007641 FRAME: 0169

ACCEPTED AND ACKNOWLEDGED BY:


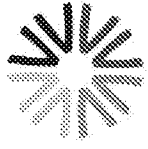
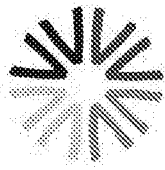
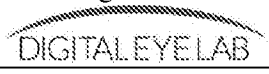


OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Jeff Walwyn
Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

| Grantor | Mark | Registration No. | Registration Date |
|---------------------------------|---|-------------------------|--------------------------|
| ABB/Con-Cise Optical Group, LLC | ABB AUTOSHIP | 6449452 | 10 AUG 2021 |
| ABB/Con-Cise Optical Group, LLC | ABB ONEBILL | 6449455 | 10 AUG 2021 |
| ABB/Con-Cise Optical Group, LLC | ABB VERIFY | 6449453 | 10 AUG 2021 |
| Diversified Ophthalmics, Inc. | DYNA CONE | 6036105 | 21-APR-2020 |
| Diversified Ophthalmics, Inc. | DYNA INTRA LIMBAL | 6169953 | 06-OCT-2020 |
| Diversified Ophthalmics, Inc. | DYNA SCLERAL | 6036104 | 21-APR-2020 |
| Diversified Ophthalmics, Inc. | SPECTRAVUE | 5049318 | 27-SEP-2016 |
| Diversified Ophthalmics, Inc. | DIVERSIFIED OPHTHALMICS | 2068776 | 10-JUN-1997 |
| Diversified Ophthalmics, Inc. | DYNA INTRA-LIMBAL | 2662337 | 17-DEC-2002 |
| ABB/Con-Cise Optical Group, LLC | ABB | 6316050 | 06-APR-2021 |
| ABB/Con-Cise Optical Group, LLC | ABB ANALYZE | 6296226 | 16-MAR-2021 |
| ABB/Con-Cise Optical Group, LLC | ABB ANALYZE, POWERED BY GLIMPSE | 6325137 | 20-APR-2021 |
| ABB/Con-Cise Optical Group, LLC | ABB CONNECT | 6598342 | 21-DEC-2021 |
| ABB/Con-Cise Optical Group, LLC | ABB CONTACT LENS | 6296224 | 16-MAR-2021 |
| ABB/Con-Cise Optical Group, LLC | ABB EDUCATE | 6598340 | 21-DEC-2021 |
| ABB/Con-Cise Optical Group, LLC | ABB LABS | 6296225 | 16-MAR-2021 |
| ABB/Con-Cise Optical Group, LLC | ABB OPTICAL GROUP | 6316047 | 06-APR-2021 |
| ABB/Con-Cise Optical Group, LLC | ABB OPTICAL GROUP and design  | 6316048 | 06-APR-2021 |

| | | | |
|---------------------------------|---|---------|-------------|
| ABB/Con-Cise Optical Group, LLC | ABB OPTICAL GROUP and design  | 6316049 | 06-APR-2021 |
| ABB/Con-Cise Optical Group, LLC | CONCISE COLORS | 5391527 | 30-JAN-2018 |
| ABB/Con-Cise Optical Group, LLC | Design Only  | 6170561 | 06-OCT-2020 |
| ABB/Con-Cise Optical Group, LLC | Design Only  | 6170560 | 06-OCT-2020 |
| ABB/Con-Cise Optical Group, LLC | DIGITAL EYE LAB | 5864506 | 17-SEP-2019 |
| ABB/Con-Cise Optical Group, LLC | DIGITAL EYE LAB and design  | 5864507 | 17-SEP-2019 |
| ABB/Con-Cise Optical Group, LLC | GLIMPSE | 5730638 | 23-APR-2019 |
| ABB/Con-Cise Optical Group, LLC | GLIMPSE and design  | 6375473 | 08-JUN-2021 |
| ABB/Con-Cise Optical Group, LLC | BIOLENS | 3353184 | 11-DEC-2007 |
| ABB/Con-Cise Optical Group, LLC | BIO-NITE | 3056217 | 31-JAN-2006 |
| ABB/Con-Cise Optical Group, LLC | OXYFLOW | 1083311 | 24-JAN-1978 |
| ABB/Con-Cise Optical Group, LLC | P.E.N. | 1950462 | 23-JAN-1996 |
| ABB/Con-Cise Optical Group, LLC | PLIAFLEX | 1102574 | 19-SEP-1978 |
| ABB/Con-Cise Optical Group, LLC | PRIMARY EYECARE NETWORK | 1700750 | 14-JUL-1992 |
| ABB/Con-Cise Optical Group, LLC | PRIMARY EYECARE NETWORK and design  | 1683165 | 14-APR-1992 |
| ABB/Con-Cise Optical Group, LLC | REVLENS | 3234151 | 24-APR-2007 |

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