

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719573

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chesapeake Eye Care Company, LLC		04/07/2022	Limited Liability Company: DELAWARE
Pennsylvania Eye Surgery Center, Inc.		04/07/2022	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A., as Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4286682	CHESAPEAKE CATARACT CENTER
Registration Number:	4463676	CHESAPEAKE DRY EYE CENTER
Registration Number:	4193127	CHESAPEAKE EYE CARE AND LASER CENTER
Registration Number:	4189225	CHESAPEAKE EYE SURGERY CENTER, LLC
Registration Number:	5829721	VISION INNOVATION PARTNERS
Registration Number:	5609890	WHITTEN LASER EYE
Registration Number:	5606254	WHITTENLASEREYE
Serial Number:	88229584	VISION INNOVATION CENTER
Registration Number:	6459185	PENNSYLVANIA EYE SURGERY CENTER

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: 18888295817

Email: john.cunningham@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 208 South LaSalle St.

OP \$240.00 4286682

Address Line 2: Suite 814
Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER: Gregory T. Pealer

SIGNATURE: /Gregory T. Pealer/

DATE SIGNED: 04/07/2022

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of April 7, 2022, is made by Chesapeake Eye Care Company, LLC and Pennsylvania Eye Surgery Center, Inc. (each a “**Grantor**” and together, “**Grantors**”) in favor of BMO Harris Bank N.A., as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of April 7, 2022 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among Vision Innovation Partners Borrower LLC, a Delaware limited liability company (“**Borrower**”), the other Credit Parties party thereto from time to time, Agent, and the lenders from time to time party thereto, the Secured Parties have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantors have agreed, pursuant to a First Lien Guaranty and Security Agreement dated as of the Closing Date in favor of Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantors are parties to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantors hereby agree with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantors, hereby mortgage, pledge and hypothecate to Agent for the benefit of the Secured Parties, and grant to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of their rights, titles and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):
 - (a) all of their Trademarks referred to on Schedule 1 hereto;
 - (b) all renewals and extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
 - (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

For clarity, no Excluded Property shall be deemed Trademark Collateral. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

3. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreements subject to a security interest hereunder.

4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

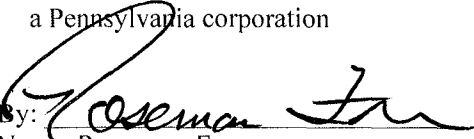
5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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.

Very truly yours,

CHESAPEAKE EYE CARE COMPANY, LLC,
a Delaware limited liability company
PENNSYLVANIA EYE SURGERY CENTER, INC.,
a Pennsylvania corporation

By: 
Name: Rosemary Free
Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]

IN WITNESS WHEREOF, the undersigned Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

Very truly yours,

CHESAPEAKE EYE CARE COMPANY, LLC,
a Delaware limited liability company, as Grantor


By: _____
Name:
Title:

PENNSYLVANIA EYE SURGERY CENTER, INC.,
a Pennsylvania corporation, as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:



BMO HARRIS BANK N.A., as Agent

By: 
Name: Ross Anstaett
Title: Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. Trademark Registrations and Applications:

Mark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
CHESAPEAKE CATARACT CENTER	United States of America	85422224	9/14/2011	4286682	2/5/2013	Registered	Chesapeake Eye Care Company, LLC
CHESAPEAKE DRY EYE CENTER	United States of America	85715742	8/29/2012	4463676	1/7/2014	Registered	Chesapeake Eye Care Company, LLC
 E EYE LASER Design	United States of America	85369082	7/12/2011	4193127	8/21/2012	Registered	Chesapeake Eye Care Company, LLC
CHESAPEAKE EYE SURGERY CENTER, LLC	United States of America	85368887	7/12/2011	4189225	8/14/2012	Registered	Chesapeake Eye Care Company, LLC
VISION INNOVATION PARTNERS	United States of America	87870973	4/10/2018	5829721	8/6/2019	Registered	Chesapeake Eye Care Company, LLC
WHITTEN LASER EYE	United States of America	87671212	11/3/2017	5609890	11/20/2018	Registered	Chesapeake Eye Care Company, LLC
 WHITTENLASEREYE	United States of America	87853842	3/28/2018	5606254	11/13/2018	Registered	Chesapeake Eye Care Company, LLC
VISION INNOVATION CENTER	United States of America	88229584	12/4/2018	N/A	N/A	Pending	Chesapeake Eye Care Company, LLC
PENNSYLVANIA EYE SURGERY CENTER	United States of America	90053820	7/15/2020	6459185	8/24/2021	Registered	Pennsylvania Eye Surgery Center Inc.