

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM722026

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
M & T Bank Corporation		04/13/2022	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Emerging Vision, Inc.		
<b>Street Address:</b>	100 Quentin Roosevelt Blvd, Suite 101		
<b>City:</b>	Garden City		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11530		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5186536	THE EYE GALLERY DISTINCTIVE EYEWEAR	
<b>Registration Number:</b>	5186326	THE EYE GALLERY	
<b>Registration Number:</b>	5146813	THE EYE GALLERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	9175661003		
<b>Email:</b>	legal@tmthespot.com		
<b>Correspondent Name:</b>	Laurie Marshall		
<b>Address Line 1:</b>	210 West 101st Street, Suite 6F		
<b>Address Line 4:</b>	New York, NEW YORK 10025		
<b>NAME OF SUBMITTER:</b>	Laurie Marshall		
<b>SIGNATURE:</b>	/Laurie Marshall/		
<b>DATE SIGNED:</b>	04/18/2022		
<b>Total Attachments: 3</b>			
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## TERMINATION OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Emerging Vision, Inc., a New York Corporation, having an address of 100 Quentin Roosevelt Blvd, Suite 101, Garden City New York 11530, USA (the "Grantor"), is the owner of record of the trademarks and applications listed on the attached Exhibit A, now issued or pending in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, the Grantor entered into that certain Security Agreement dated as of February 16, 2018, (the "Security Agreement"), between the Grantor and M&T Bank (aka M&T Bank Corporation), a Corporation of the state of New York, having an office at One M&T Plaza, Buffalo, New York, 14240 ("Secured Party"), a true and correct copy of which was recorded by the United States Patent and Trademark Office on February 21, 2018, at Reel 006277, Frame 0847;

WHEREAS, the Secured Party desires to release its security interest in the Trademarks and terminate the Security Agreement;

WHEREAS, Grantor has satisfied all of the obligations and has requested that Secured Party release its security interests in the trademarks listed in Exhibit A;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby:

1. Secured Party hereby fully releases and terminates its security interest in and liens on all of Grantor's now existing or hereafter acquired right, title and interest in and to all Trademarks including: (i) all Trademarks on Exhibit A attached hereto, and (ii) any renewals, or continuations thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection with the Trademarks and damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Grantor's business connected with or symbolized by the Trademarks.
2. Secured Party further agrees that the Security Agreement was intended to grant to Secured Party an assignment of a security interest in the Trademarks, rather than an absolute assignment or transfer of all right, title and interest in and to such intellectual property. Nevertheless, to the extent that Secured Party's rights granted or exercised under the Security Agreement could be understood or construed to have effected an assignment or transfer of any right, title or interest in and to the Trademarks, Secured Party does hereby reverse such assignment and hereby assigns, transfers and sets over to Grantor all right, title and interest in and to such property, including any goodwill associated therewith.
3. Secured Party further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, Secured Party has caused this Termination of Security Interest in Trademarks to be signed by its duly authorized representative as of this 13th day of April, 2022.

Secured Party:

M&T Bank

By:

Name:

Title:


  
Name: *Brian Stone*  
Title: *Senior Vice President*

EXHIBIT A  
TRADEMARKS

THE EYE GALLERY DISTINCTIVE EYEWEAR, U.S. trademark registration no. 5186536  
THE EYE GALLERY, U.S. trademark registration no. 5186326  
THE EYE GALLERY, U.S. trademark registration no. 5146813