

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724679

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SHOPTIKAL LLC d/b/a Shopko Optical		04/28/2022	Limited Liability Company: DELAWARE
SHOPTIKAL INTERMEDIATE, LLC		04/28/2022	Limited Liability Company: DELAWARE
DR. DIRK J. WARNER, OD, INC.		04/28/2022	Corporation: OHIO

RECEIVING PARTY DATA

Name:	ORIX CORPORATE CAPITAL, INC.
Street Address:	2001 Ross Avenue
Internal Address:	Suite 1900
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5245182	SHOPKO
Registration Number:	5895419	SHOPKO OPTICAL
Registration Number:	1408068	SHOPKO
Registration Number:	6556927	INVISA FLEX
Registration Number:	3502417	SHOPKO
Serial Number:	97054457	MYFOCUS
Serial Number:	97056382	MYFOCUS CLEAR
Serial Number:	97056392	MYFOCUS CLARITY
Serial Number:	97056411	MYFOCUS CRYSTAL

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: 4045893409

TRADEMARK

REEL: 007705 FRAME: 0482

Email: trademarks@bakerdonelson.com
Correspondent Name: Baker Donelson
Address Line 1: 3414 Peachtree Road NE
Address Line 2: Suite 1500
Address Line 4: Atlanta, GEORGIA 30326

NAME OF SUBMITTER: Lisa L Stoffregen

SIGNATURE: /lisa l stoffregen/

DATE SIGNED: 04/28/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 28, 2022 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this "Agreement"), among SHOPTIKAL LLC, a Delaware limited liability company doing business as Shopko Optical ("Borrower"), SHOPTIKAL INTERMEDIATE, LLC, a Delaware limited liability company ("Holdings"), DR. DIRK J. WARNER, OD, INC., an Ohio corporation ("Warner"), and together with Borrower and Holdings, each a "Grantor" and, collectively, the "Grantors"), and ORIX CORPORATE CAPITAL INC., as Agent (in such capacity, the "Agent").

Reference is made to (a) that certain Credit Agreement, dated as of April 28, 2022, by and among Borrower, the lenders from time to time party thereto, as Lenders (each, a "Lender" and, collectively, the "Lenders"), and the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) that certain Guarantee and Collateral Agreement, dated as of April 28, 2022, by and among the Grantors and the other parties thereto from time to time as grantors, and the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, Holdings has guaranteed Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Agent (and its successors and assigns), for the ratable benefit of the Lenders, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),
- (b) all reissues, continuations, extensions and renewals thereof and amendments thereto,
- (c) all goodwill associated therewith or symbolized by any of the foregoing,
- (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4 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 of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Continued on the following page.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

SHOPTIKAL LLC

By: Robert R. Kampstra
Name: Robert Kampstra
Title: Chief Financial Officer

SHOPTIKAL INTERMEDIATE, LLC

By: Robert R. Kampstra
Name: Robert Kampstra
Title: Chief Financial Officer

DR. DIRK J. WARNER, OD, INC.

By: Robert R. Kampstra
Name: Robert Kampstra
Title: Chief Financial Officer

[Trademark Security Agreement]

TRADEMARK
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ORIX CORPORATE CAPITAL INC., as Agent

By: 
Name: Colbey Arden
Title: Managing Director

[Trademark Security Agreement]

RECORDED: 04/28/2022

**TRADEMARK
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