

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750599

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BROADCASTMED HOLDCO, LLC		08/19/2022	Limited Liability Company: DELAWARE
BROADCASTMED, LLC		08/19/2022	Limited Liability Company: DELAWARE
DIGITELL INC.		08/19/2022	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	EAGLE FUND IV, LP
Street Address:	c/o Eagle Private Capital
Internal Address:	1 N. Brentwood Blvd., Suite 1550
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	Limited Partnership: MISSOURI

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	97405508	OPTOMETRIC MANAGEMENT EDUCATION
Registration Number:	6114489	NEW OD
Registration Number:	5094503	GLOBAL SPECIALTY LENS SYMPOSIUM
Registration Number:	4647926	RETINAL PHYSICIAN THERAPEUTIC AND SURGIC
Registration Number:	4468822	OPHTHALMIC PROFESSIONAL
Registration Number:	2651418	OPHTHALMOLOGY MANAGEMENT
Registration Number:	2327646	CONTACT LENSES TODAY
Registration Number:	1574833	OPTOMETRIC MANAGEMENT
Registration Number:	1495563	EYECAREBUSINESS
Registration Number:	1408495	CONTACT LENS SPECTRUM

CORRESPONDENCE DATA

Fax Number: 3146121301

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: 3144447600

TRADEMARK

Email: ipdept@lewisrice.com
Correspondent Name: Mark C. Winings
Address Line 1: Lewis Rice LLC
Address Line 2: 600 Washington Avenue, Suite 2500
Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER: Michelle Chapman

SIGNATURE: /Michelle Chapman/

DATE SIGNED: 08/23/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of August 19, 2022 (this “Trademark Security Agreement”), is recorded with the United States Patent and Trademark Office (the “PTO”) to provide notice of the security interests granted in that certain Assignment and Security Agreement (the “Primary Security Agreement”), dated as of December 4, 2020, among BROADCASTMED HOLDCO, LLC, a Delaware limited liability company (“Holdings”), BROADCASTMED, LLC, a Delaware limited liability company (“BroadcastMed”), and EAGLE FUND IV, LP, a Missouri limited partnership, as collateral agent for the benefit of itself and the other Credit Parties (in such capacity, and including its successors and assigns, “Secured Party”). DIGITELL INC., a New York corporation (“Digitell”), joined the Primary Security Agreement as of December 23, 2021. Holdings, BroadcastMed, and Digitell are referred to herein individually and collectively as the “Debtor”.

Debtor and Secured Party hereby agree as follows:

1. Definitions; Interpretations.

- (a) *Definitions in Primary Security Agreement.* Except as set forth in the introductory paragraph and below, all capitalized terms used in this Trademark Security Agreement and not defined in this Trademark Security Agreement shall have the meanings ascribed to them in the Primary Security Agreement.
- (b) *Certain Defined Terms.* As used in this Trademark Security Agreement, the following terms shall have the following meanings:
 - (i) “Collateral” has the meaning set forth in *Section 2(a)*.
 - (ii) “Commercial Tort Claims” has the meaning set forth in the UCC.
 - (iii) “UCC” means the Uniform Commercial Code as adopted and in effect in the State of Missouri.
- (c) *UCC Defined Terms.* Except as otherwise defined in this Trademark Security Agreement or in the Primary Security Agreement, terms used in this Trademark Security Agreement shall have the meanings ascribed to them in the UCC.
- (d) *Construction.* In this Trademark Security Agreement, the following rules of construction and interpretation apply as well as any rules of construction and interpretation applicable to the Primary Security Agreement consistent with the following (which are hereby incorporated into this Trademark Security Agreement by reference): (i) no reference to “proceeds” in this Trademark Security Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; (iv) “all” includes “any” and “any” includes “all.”

2. Security Interest.

- (a) Grant. As security for the payment of the Indebtedness, Debtor hereby grants to Secured Party for the benefit of the Credit Parties a valid and perfected security interest in all of Debtor’s right, title, and interest in, to, and under the following property (in each case whether now or hereafter existing or arising, or in which Debtor now has or hereafter owns,

acquires, or develops an interest, and wherever located, collectively, the “Collateral”), junior in priority only to the security interest in favor of Senior Lender that secures the Senior Debt, if any:

- (i) All trademarks, service marks, trademark or service mark registrations, trademark or service mark applications, trade names, domestic or foreign (including those identified on *Exhibit A*, attached to and made a part of this Trademark Security Agreement), all renewals thereof (collectively, “Trademarks”), all licenses related to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present, or future infringement of the foregoing, and all rights arising therefrom and pertaining thereto, together in each case with the goodwill of Debtor’s business connected with the use of, and symbolized by, the foregoing;
- (ii) All general intangibles and all intellectual or other intangible property of Debtor of any kind or nature associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (iii) All proceeds of any and all of the foregoing Collateral (including rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

- 3. Supplement. The parties have entered into this Trademark Security Agreement in conjunction with the Primary Security Agreement. Secured Party’s rights and remedies with respect to the security interests granted in this Trademark Security Agreement are without prejudice to, and are in addition to those set forth in the Primary Security Agreement or any other security documents referenced in the Primary Security Agreement, all terms and provisions of which are incorporated into this Trademark Security Agreement by this reference. All covenants, terms, and provisions of this Trademark Security Agreement and the Primary Security Agreement are cumulative, and shall be performed and satisfied in accordance with their respective terms.
- 4. Representations and Warranties. Debtor represents and warrants to Secured Party that a true and correct list of all of the existing Trademarks registered or applied for before a governmental authority is set forth in *Exhibit A*.
- 5. Further Acts. On a continuing basis, and at Debtor’s expense, Debtor shall make, execute, acknowledge, and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or may be reasonably requested by Secured Party to carry out the intent and purpose of this Trademark Security Agreement, for assuring, confirming, or protecting the grant or perfection of the security interest granted or purported to be granted in this Trademark Security Agreement, to ensure Debtor’s compliance with this Trademark Security Agreement and to enable Secured Party to exercise and enforce its rights and remedies under this Trademark Security Agreement with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. Secured Party may record this Trademark Security Agreement, an abstract of it, or any other document that describes Secured Party’s interest in the Collateral with the PTO, at Debtor’s expense. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office Secured Party deems appropriate. If Debtor holds or acquires a Commercial Tort Claim related to the Collateral at any time, the Debtor shall immediately notify

the Credit Parties in a writing signed by Debtor of the details related to it and grant Secured Party in such writing a security interest in such Commercial Tort Claim and in the proceeds of it, all upon the terms of this Trademark Security Agreement.

6. Authorization to Supplement. If Debtor obtains any ownership interest in any new Trademark, license related to any Trademark, right to sue for past, present or future infringement of any Trademark, or other right arising therefrom, or any goodwill associated with any Trademark, or any general intangible or other property associated with any Trademark (collectively, “New Trademarks”), the provisions of this Trademark Security Agreement shall automatically apply to them. Debtor shall give prompt written notice to the Credit Parties regarding any such New Trademark rights. Upon written notice of any New Trademark right by Debtor to the Credit Parties, the parties shall mutually agree to modify this Trademark Security Agreement by amending *Exhibit A* to include any such New Trademark rights. Notwithstanding the foregoing, no failure to so modify *Exhibit A* or this Trademark Security Agreement shall in any way affect, invalidate, or detract from Secured Party’s continuing security interest in all Collateral, whether or not listed on *Exhibit A*.
7. Binding. This Trademark Security Agreement shall be binding upon, inure to the benefit of, and be enforceable by Debtor, Secured Party, and their respective successors and assigns. Debtor may not assign, transfer, hypothecate, or otherwise convey its rights, benefits, obligations, or duties under this Trademark Security Agreement except as specifically permitted by the Primary Security Agreement.
8. Governing Law. This Trademark Security Agreement is being delivered and is intended to be performed in the State of Missouri and shall be construed and enforced in accordance with and governed by the substantive internal law of such State, except that the law that governs the perfection, effect of perfection or non-perfection, and enforcement of liens and security interests subject to the UCC shall be the law determined to be applicable under the provisions of the UCC as adopted and in effect in the State of Missouri; provided that Secured Party shall retain all rights under federal law.
9. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (by facsimile or otherwise), each of which shall be deemed to be an original, and all of which taken together shall constitute a single agreement.
10. Severability. If one or more provisions contained in this Trademark Security Agreement are declared invalid, illegal, or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality, or unenforceability in such jurisdictions or with respect to such parties shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any or any other provisions of this Trademark Security Agreement.
11. Notices. All notices and other communications required under this Trademark Security Agreement shall be in writing and shall be given in accordance with the terms of the Primary Security Agreement.
12. Entire Agreement. This Trademark Security Agreement (including *Exhibit A*) and the Primary Security Agreement, together with any and all exhibits and schedules attached to the foregoing, contain the entire agreement of the parties with respect to the subject matter of them, and supersede all prior drafts and communications related to the same subject matter. To the extent there is any direct conflict between this Trademark Security Agreement and the Primary Security Agreement,

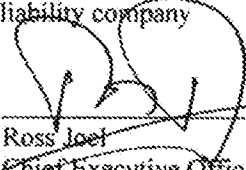
the terms and conditions in the Primary Security Agreement shall govern. Neither this Trademark Security Agreement nor any provision of it may be modified, amended, or waived except by the written agreement of the parties, as set forth in the Primary Security Agreement.

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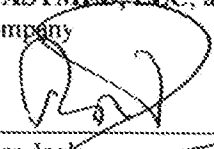
IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and delivered as of the date first above written.

Debtor:

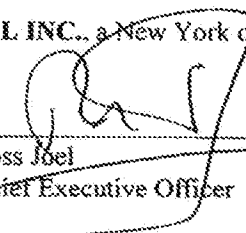
BROADCASTMED HOLDCO, LLC, a Delaware limited liability company

By: 
Name: Ross Joel
Title: Chief Executive Officer

BROADCASTMED, LLC, a Delaware limited liability company

By: 
Name: Ross Joel
Title: Chief Executive Officer

DIGITELL INC., a New York corporation

By: 
Name: Ross Joel
Title: Chief Executive Officer

Secured Party:

EAGLE FUND IV, LP, a Missouri limited partnership, as collateral agent for the Credit Parties

By: Eagle Fund IV Partners, LLC,
its general partner


By: _____

Name: Benjamin M. Geis

Title: Managing Director

EXHIBIT A

TRADEMARK RELATED COLLATERAL

	Debtor	Trademark	Jurisdiction of Issuance, registration or filing	Registration Number	Serial Number	Filing Date	Registration Date
1.	BroadcastMed, LLC	OPTOMETRIC MANAGEMENT EDUCATION	United States of America	--	97/405,508	May 11, 2022	--
2.	BroadcastMed, LLC	NEW OD	United States of America	6,114,489	88/387,400	April 16, 2019	July 28, 2020
3.	BroadcastMed, LLC	GLOBAL SPECIALTY LENS SYMPOSIUM	United States of America	5,094,503	86/957,751	March 30, 2016	December 6, 2016
4.	BroadcastMed, LLC	RETINAL PHYSICIAN THERAPEUTIC AND SURGICAL TREATMENT OF THE POSTERIOR SEGMENT	United States of America	4,647,926	86/116,143	November 12, 2013	December 2, 2014
5.	BroadcastMed, LLC		United States of America	4,468,822	85/780,749	November 15, 2012	January 21, 2014
6.	BroadcastMed, LLC	OPHTHALMOLOGY MANAGEMENT	United States of America	2,651,418	76/255,627	May 11, 2001	November 19, 2002

	Debtor	Trademark	Jurisdiction of Issuance, registration or filing	Registration Number	Serial Number	Filing Date	Registration Date
7.	BroadcastMed, LLC	CONTACT LENSES TODAY	United States of America	2,327,646	75/379,044	October 24, 1997	March 14, 2000
8.	BroadcastMed, LLC	OPTOMETRIC MANAGEMENT	United States of America	1,574,833	73/760,231	October 27, 1988	January 2, 1990
9.	BroadcastMed, LLC	EYECAREBUSINESS	United States of America	1,495,563	73/688,572	October 8, 1987	July 5, 1988
10.	BroadcastMed, LLC	CONTACT LENS SPECTRUM	United States of America	1,408,495	73/583,767	February 18, 1986	September 9, 1986