

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCP Eye Care Services, LLC		10/07/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Oaktree Fund Administration, LLC, as Collateral Agent		
Street Address:	1301 6th Ave.		
Internal Address:	34th Floor, Attn: Jason Chen		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6491393	EYESOUTH PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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>			
Phone:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	051289-0059		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	10/07/2022		
Total Attachments: 5			
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GRANT OF

SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of October 7, 2022, is made by SCP EYE CARE SERVICES, LLC, a Delaware limited liability company, and MIDWEST EYE CENTER, INC., a Delaware corporation (individually, the "Grantor" and collectively, the "Grantors"), in favor of Oaktree Fund Administration, LLC, as collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties in connection with that certain Second Lien Credit Agreement, dated as of October 7, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, *inter alios*, EYESOUTH BUYER LLC, a Delaware limited liability company ("Holdings"), EYESOUTH MERGER SUB LLC, a Delaware limited liability company ("Merger Sub"), as the initial borrower thereunder, whose rights and obligations therein will, immediately following the consummation of the Merger be assigned to and assumed by SCP EYE CARE HOLDCO, LLC, a Delaware limited liability company (immediately prior to the consummation of the Merger, "SCP Holdco" and, following consummation of the Merger, the "Borrower"), the several lenders from time to time parties thereto (each a "Lender" and, collectively, the "Lenders") and Oaktree Fund Administration, LLC, as the Administrative Agent and as the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered the Second Lien Security Agreement, dated as of October 7, 2022 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower under the Credit Agreement, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement, and if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, to the extent they constitute Collateral and are not Excluded Property, (including, without limitation, those items listed on Schedule A hereto) and the right to receive all Proceeds therefrom, to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on

the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademarks.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Termination. This Agreement shall terminate and the lien on and the security interest in the Trademarks shall be released upon the payment and performance of the Obligations. Upon the termination of this Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademarks granted herein.

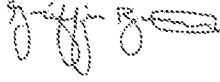
6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

7. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

8. Nature of Second Priority Lien. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Second Priority Representative pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to MidCap Financial Trust, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement, dated as of October 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among Holdings, the Borrower, the lenders from time to time party thereto and MidCap Financial Trust, as administrative agent, and the other parties thereto and (ii) the exercise of any right or remedy by the Second Priority Representative or any other secured party hereunder is subject to the limitations and provisions contained in the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

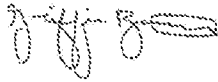
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SCP EYE CARE SERVICES, LLC,
as Grantor



By: _____
Name: Griffin Barstis
Title: Chairman and President

MIDWEST EYE CENTER, INC.,
as Grantor



By: _____
Name: Griffin Barstis
Title: President

OAKTREE FUND ADMINISTRATION, LLC,
as the Collateral Agent



By: Oaktree Capital Management L.P.
Its: Managing Member

By: 
Name: Bill Casperson
Title: Managing Director

By: 
Name: Jason Chen
Title: Senior Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
SCP Eye Care Services, LLC	90366210	6491393	EYESOUTH PARTNERS 
Midwest Eye Center, Inc.	77234435	3421872	LENSIK
Midwest Eye Center, Inc.	76244050	2581743	MIDWEST EYECENTER 
Midwest Eye Center, Inc.	74617768	1945542	TRUST THE DOCTOR THAT OTHER DOCTORS TRUST