

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Warby Parker Inc.		09/30/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank, as Agent		
Street Address:	39200 Six Mile Rd.		
Internal Address:	7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Serial Number:	90560286	AMES	
Registration Number:	4281581	BUY A PAIR, GIVE A PAIR	
Serial Number:	97251849	FILLMORE	
Registration Number:	5300366	IT'S NICE TO SEE YOU.	
Registration Number:	4925729	MADISON	
Registration Number:	5974938	NICE TO SEE YOU	
Registration Number:	5647439	PARKER CASE	
Serial Number:	97269094	PARKER TRAVEL CASE	
Registration Number:	5557247	PRESCRIPTION CHECK	
Registration Number:	5493851	PUPILS PROJECT	
Registration Number:	4203320	ROOSEVELT	
Registration Number:	4888004	ROOSEVELT	
Serial Number:	88673845	SCOUT	
Registration Number:	6359836	SCOUT	
Registration Number:	6236463	SPINNIES	
Serial Number:	88904539	THE READERY	
Serial Number:	90298530	WARBY	
Registration Number:	5649393	WARBY BARKER	

OP \$1265.00 90560286

Property Type	Number	Word Mark
Registration Number:	4437634	WARBY PARKER
Registration Number:	3908784	WARBY PARKER
Registration Number:	4200453	WARBY PARKER
Registration Number:	5302448	WARBY PARKER
Registration Number:	5428439	WARBY PARKER
Registration Number:	5565936	WARBY PARKER
Registration Number:	5523848	WARBY PARKER
Registration Number:	5692105	WARBY PARKER
Registration Number:	5697698	WARBY PARKER
Registration Number:	5581245	WARBY PARKER
Registration Number:	6284023	WARBY PARKER
Registration Number:	6002824	WARBY PARKER
Registration Number:	5884395	WARBY PARKER FOR KIDS
Serial Number:	97259883	WARBY PARKER IMPACT FOUNDATION
Registration Number:	4948086	WARBY PARKER PRESS
Registration Number:	5042984	WARBY PARKER PRESS
Registration Number:	4908803	WHISKEY TORTOISE
Serial Number:	90425534	WILKIE
Registration Number:	4871360	WP
Registration Number:	4628726	WP
Registration Number:	4749314	WP
Registration Number:	4749315	WP
Registration Number:	4749316	WP
Registration Number:	5159777	WP
Registration Number:	5519693	
Serial Number:	88726643	
Serial Number:	88726626	
Registration Number:	6391009	
Registration Number:	6391010	
Registration Number:	5364224	
Registration Number:	6783852	HUGHES
Serial Number:	86677852	WARBY PARKER

CORRESPONDENCE DATA

Fax Number: 7349302494

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: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC
Address Line 1: 201 S. Division Street, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: Susan M. Kornfield

SIGNATURE: /susan m. kornfield/

DATE SIGNED: 09/30/2022

Total Attachments: 12

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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of September 30, 2022, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of September 30, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Warby Parker Inc., a Delaware corporation and Warby Parker Retail, Inc., a Delaware corporation (each individually and collectively, "Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of September 30, 2022, to the Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is

continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 13.10 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in 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.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

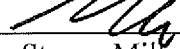
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of page intentionally left blank]

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.


DEBTORS:

WARBY PARKER INC.

By:  _____
Name: Steven Miller
Title: CFO

SECURED PARTY:

COMERICA BANK, as Agent

By: 
Name: Bryan Kana
Title: Senior Vice President

[Secured Party Signature Page to Trademark Security Agreement]
(4861-7231-8508)

TRADEMARK
REEL: 007866 FRAME: 0317


SCHEDULE 1.1

TRADEMARK COLLATERAL

U.S. TRADEMARKS






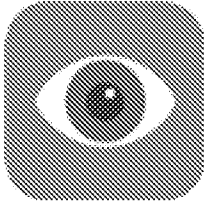
Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Owner
<u>AMES</u>	90560286	March 4, 2021			Warby Parker Inc. (Delaware Corporation)
<u>BUY A PAIR. GIVE A PAIR</u>	85485257	December 1, 2011	4281581	January 29, 2013	Warby Parker Inc. (Delaware Corporation)
<u>FILLMORE</u>	97251849	February 3, 2022			Warby Parker Inc. (Delaware Corporation)
<u>IT'S NICE TO SEE YOU.</u>	87342041	February 20, 2017	5300366	October 3, 2017	Warby Parker Inc. (Delaware Corporation)
<u>MADISON</u>	86626440	May 12, 2015	4925729	March 29, 2016	Warby Parker Inc. (Delaware Corporation)
<u>NICE TO SEE YOU</u>	88157222	October 16, 2018	5974938	February 4, 2020	Warby Parker Inc. (Delaware Corporation)
<u>PARKER CASE</u>	87914035	May 9, 2018	5647439	January 8, 2019	Warby Parker Inc. (Delaware Corporation)
<u>PARKER TRAVEL CASE</u>	97269094	February 16, 2022			Warby Parker Inc. (Delaware Corporation)

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Owner
<u>PRESCRIPTION CHECK</u>	87436443	May 4, 2017	5557247	September 4, 2018	Warby Parker Inc. (Delaware Corporation)
<u>PUPILS PROJECT</u>	87569659	August 15, 2017	5493851	June 12, 2018	Warby Parker Inc. (Delaware Corporation)
<u>ROOSEVELT</u>	85336733	June 2, 2011	4203320	September 4, 2012	Warby Parker Inc. (Delaware Corporation)
<u>ROOSEVELT</u>	86500559	January 12, 2015	4888004	January 19, 2016	Warby Parker Inc. (Delaware Corporation)
<u>SCOUT</u>	88673845	October 30, 2019			Warby Parker Inc. (Delaware Corporation)
<u>SCOUT</u>	88979708	October 30, 2019	6359836	May 25, 2021	Warby Parker Inc. (Delaware Corporation)
<u>SPINNIES</u>	88667931	October 24, 2019	6236463	January 5, 2021	Warby Parker Inc. (Delaware Corporation)
<u>THE READERY</u>	88904539	May 7, 2020			Warby Parker Inc. (Delaware Corporation)
<u>WARBY</u>	90298530	November 4, 2020			Warby Parker Inc. (Delaware Corporation)

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Owner
<u>WARBY PARKER</u>	88076254	August 13, 2018	5649393	January 8, 2019	Warby Parker Inc. (Delaware Corporation)
<u>WARBY PARKER</u>	85979808	December 1, 2011	4437634	November 19, 2013	Warby Parker Inc. (Delaware Corporation)
<u>WARBY PARKER</u>	77792561	July 29, 2009	3908784	January 18, 2011	Warby Parker Inc. (Delaware Corporation)
<u>WARBY PARKER</u>	77981247	July 29, 2009	4200453	September 4, 2012	Warby Parker Inc. (Delaware Corporation)
<u>WARBY PARKER</u>	86982874	January 7, 2016	5302448	October 3, 2017	Warby Parker Inc. (Delaware Corporation)
<u>WARBY PARKER (Stylized)</u> WARBY PARKER	87588497	August 29, 2017	5428439	March 20, 2018	Warby Parker Inc. (Delaware Corporation)
<u>WARBY PARKER</u>	87821797	March 6, 2018	5565936	September 18, 2018	Warby Parker Inc. (Delaware Corporation)
<u>WARBY PARKER (Stylized)</u> 	87715860	December 11, 2017	5523848	July 24, 2018	Warby Parker Inc. (Delaware Corporation)
<u>WARBY PARKER</u>	86984347	June 29, 2015	5692105	March 5, 2019	Warby Parker Inc. (Delaware Corporation)

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Owner
					Corporation)
<u>WARBY PARKER</u>	86984292	January 7, 2016	5697698	March 12, 2019	Warby Parker Inc. (Delaware Corporation)
<u>WARBY PARKER</u>	86984097	June 29, 2015	5581245	October 9, 2018	Warby Parker Inc. (Delaware Corporation)
<u>WARBY PARKER</u>	88539882	July 26, 2019	6284023	March 2, 2021	Warby Parker Inc. (Delaware Corporation)
<u>WARBY PARKER</u>	86984532	June 29, 2015	6002824	March 3, 2020	Warby Parker Inc. (Delaware Corporation)
<u>WARBY PARKER FOR KIDS</u>	88371570	April 4, 2019	5884395	October 15, 2019	Warby Parker Inc. (Delaware Corporation)
<u>WARBY PARKER IMPACT FOUNDATION</u>	97259883	February 9, 2022			Warby Parker Inc. (Delaware Corporation)
<u>WARBY PARKER PRESS</u>	86978505	October 23, 2014	4948086	April 26, 2016	Warby Parker Inc. (Delaware Corporation)
<u>WARBY PARKER PRESS</u>	86979836	October 23, 2014	5042984	September 13, 2016	Warby Parker Inc. (Delaware Corporation)
<u>WHISKEY TORTOISE</u>	86714164	August 4, 2015	4908803	March 1, 2016	Warby Parker Inc. (Delaware

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Owner
					Corporation)
<u>WILKIE</u>	90425534	December 29, 2020			Warby Parker Inc. (Delaware Corporation)
<u>WP</u>	86240362	April 2, 2014	4871360	December 15, 2015	Warby Parker Inc. (Delaware Corporation)
<u>WP</u>	86240364	April 2, 2014	4628726	October 28, 2014	Warby Parker Inc. (Delaware Corporation)
<u>WP</u>	86240365	April 2, 2014	4749314	June 2, 2015	Warby Parker Inc. (Delaware Corporation)
<u>WP</u>	86240368	April 2, 2014	4749315	June 2, 2015	Warby Parker Inc. (Delaware Corporation)
<u>WP</u>	86240371	April 2, 2014	4749316	June 2, 2015	Warby Parker Inc. (Delaware Corporation)
<u>WP (Stylized)</u> 	87107554	July 18, 2016	5159777	March 14, 2017	Warby Parker Inc. (Delaware Corporation)
<u>Design Only</u>	87797620	February 14, 2018	5519693	July 17, 2018	Warby Parker Inc. (Delaware Corporation)

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Owner
					
<u>Design Only</u> 	88726643	December 13, 2019			Warby Parker Inc. (Delaware Corporation)
<u>Design Only</u> 	88726626	December 13, 2019			Warby Parker Inc. (Delaware Corporation)
<u>Design Only</u> 	88981291	December 13, 2019	6391009	June 15, 2021	Warby Parker Inc. (Delaware Corporation)
<u>Design Only</u> 	88981292	December 13, 2019	6391010	June 15, 2021	Warby Parker Inc. (Delaware Corporation)
<u>Design Only</u> 	87453348	May 17, 2017	5364224	December 26, 2017	Warby Parker Inc. (Delaware Corporation)
<u>HUGHES</u>	90560397	March 4, 2021	6783852	July 5, 2022	Warby Parker Inc. (Delaware)

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Owner
					Corporation)
<u>WARBY</u> <u>PARKER</u>	86677852	June 29, 2015			Jand, Inc. (Delaware Corporation)