

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832977

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Trademark Security Agreement
RESUBMIT DOCUMENT ID:	900778756

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ABB/CON-CISE Optical Group LLC		05/31/2023	Limited Liability Company: DELAWARE
Diversified Ophthalmics, Inc.		05/31/2023	Corporation: OHIO

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	125 High Street, 11th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	6449452	ABB AUTOSHIP
Registration Number:	6449455	ABB ONEBILL
Registration Number:	6449453	ABB VERIFY
Registration Number:	6036105	DYNA CONE
Registration Number:	6169953	DYNA INTRA LIMBAL
Registration Number:	6036104	DYNA SCLERAL
Registration Number:	5049318	SPECTRAVUE
Registration Number:	2068776	DIVERSIFIED OPHTHALMICS
Registration Number:	2662337	DYNA INTRA-LIMBAL
Registration Number:	6316050	ABB
Registration Number:	6296226	ABB ANALYZE
Registration Number:	6325137	ABB ANALYZE, POWERED BY GLIMPSE
Registration Number:	6598342	ABB CONNECT
Registration Number:	6296224	ABB CONTACT LENS
Registration Number:	6598340	ABB EDUCATE
Registration Number:	6296225	ABB LABS
Registration Number:	6316047	ABB OPTICAL GROUP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6316048	ABB OPTICAL GROUP
Registration Number:	6316049	ABB OPTICAL GROUP
Registration Number:	5391527	CONCISE COLORS
Registration Number:	6170561	
Registration Number:	6170560	
Registration Number:	5864506	DIGITAL EYE LAB
Registration Number:	5864507	DIGITAL EYE LAB
Registration Number:	5730638	GLIMPSE
Registration Number:	6375473	GLIMPSE
Registration Number:	3353184	BIOLENS
Registration Number:	3056217	BIO-NITE
Registration Number:	1083311	OXYFLOW
Registration Number:	1950462	P.E.N.
Registration Number:	1102574	PLIAFLEX
Registration Number:	1700750	PRIMARY EYECARE NETWORK
Registration Number:	1683165	PRIMARY EYECARE NETWORK
Registration Number:	3234151	REVLENS
Registration Number:	5439442	BLUESPEC
Registration Number:	5068329	VISTAPURE
Registration Number:	5072678	FORMTECH
Registration Number:	5583213	SUNRIDER
Serial Number:	97872002	DYNA INTRA-LIMBAL

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 2027395866

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	058438.14.0948
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	08/18/2023

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "**Trademark Security Agreement**"), is made by ABB/Con-Cise Optical Group LLC and Diversified Ophthalmics, Inc. (each a "**Grantor**" and collectively, the "**Grantors**") in favor of Wells Fargo Bank, National Association, a national banking association, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "**Administrative Agent**").

WHEREAS, each Grantor is party to that certain Security Agreement, dated as of May 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Grantors, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to any and all of the following assets and properties, wherever located and whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets; *provided* further that if and when any of the foregoing property or assets cease to be Excluded Assets, a lien on and security interest in such property or asset shall immediately and automatically be deemed granted therein and such property or asset shall constitute and be a part of the "Trademark Collateral" and be subject to the terms hereof.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" trademark application

prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by any Grantor, and at such Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ABB/CON-CISE OPTICAL GROUP LLC,
as a Grantor

By: Michael Bono
Name: Michael Bono
Title: Chief Financial Officer


DIVERSIFIED OPHTHALMICS, INC.,
as a Grantor

By: Michael Bono
Name: Michael Bono
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

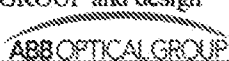
WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association,
as Administrative Agent

By: 
Name: Thomas Blackman
Its Authorized Signatory

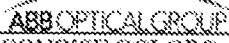
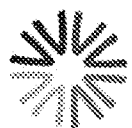

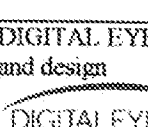



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SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
ABB/Con-Cise Optical Group, LLC	ABB AUTOSHIP	6449452	10 AUG 2021
ABB/Con-Cise Optical Group, LLC	ABB ONEBILL	6449455	10 AUG 2021
ABB/Con-Cise Optical Group, LLC	ABB VERIFY	6449453	10 AUG 2021
Diversified Ophthalmics, Inc.	DYNA CONE	6036105	21-APR-2020
Diversified Ophthalmics, Inc.	DYNA INTRA-LIMBAL	6169953	06-OCT-2020
Diversified Ophthalmics, Inc.	DYNA SCLERAL	6036104	21-APR-2020
Diversified Ophthalmics, Inc.	SPECTRAVUE	5049318	27-SEP-2016
Diversified Ophthalmics, Inc.	DIVERSIFIED OPHTHALMICS	2068776	10-JUN-1997
Diversified Ophthalmics, Inc.	DYNA INTRA-LIMBAL	2662337	17-DEC-2002
ABB/Con-Cise Optical Group, LLC	ABB	6316050	06-APR-2021
ABB/Con-Cise Optical Group, LLC	ABB ANALYZE	6296226	16-MAR-2021
ABB/Con-Cise Optical Group, LLC	ABB ANALYZE, POWERED BY GLIMPSE	6325137	20-APR-2021
ABB/Con-Cise Optical Group, LLC	ABB CONNECT	6598342	21-DEC-2021
ABB/Con-Cise Optical Group, LLC	ABB CONTACT LENS	6296224	16-MAR-2021
ABB/Con-Cise Optical Group, LLC	ABB EDUCATE	6598340	21-DEC-2021
ABB/Con-Cise Optical Group, LLC	ABB LABS	6296225	16-MAR-2021
ABB/Con-Cise Optical Group, LLC	ABB OPTICAL GROUP	6316047	06-APR-2021
ABB/Con-Cise Optical Group, LLC	ABB OPTICAL GROUP and design 	6316048	06-APR-2021

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ABB/Con-Cise Optical Group, LLC	ABB OPTICAL GROUP and design 	6316049	06-APR-2021
ABB/Con-Cise Optical Group, LLC	CONCISE COLORS 	5391527	30-JAN-2018
ABB/Con-Cise Optical Group, LLC	Design Only 	6170561	06-OCT-2020
ABB/Con-Cise Optical Group, LLC	Design Only 	6170560	06-OCT-2020
ABB/Con-Cise Optical Group, LLC	DIGITAL EYE LAB	5864506	17-SEP-2019
ABB/Con-Cise Optical Group, LLC	DIGITAL EYE LAB and design 	5864507	17-SEP-2019
ABB/Con-Cise Optical Group, LLC	GLIMPSE	5730638	23-APR-2019
ABB/Con-Cise Optical Group, LLC	GLIMPSE and design 	6375473	08-JUN-2021
ABB/Con-Cise Optical Group, LLC	BIOLENS	3353184	11-DEC-2007
ABB/Con-Cise Optical Group, LLC	BIO-NITE	3056217	31-JAN-2006
ABB/Con-Cise Optical Group, LLC	OXYFLOW	1083311	24-JAN-1978
ABB/Con-Cise Optical Group, LLC	P.E.N.	1950462	23-JAN-1996
ABB/Con-Cise Optical Group, LLC	PLIAFLEX	1102574	19-SEP-1978
ABB/Con-Cise Optical Group, LLC	PRIMARY EYECARE NETWORK	1700750	14-JUL-1992
ABB/Con-Cise Optical Group, LLC	PRIMARY EYECARE NETWORK and design 	1683165	14-APR-1992
ABB/Con-Cise Optical Group, LLC	REVLENS	3234151	24-APR-2007
ABB/Con-Cise Optical Group, LLC	BLUESPEC	5439442	03-APR-2018

ABB/Con-Cise Optical Group, LLC	VISTAPURE	5068329	25-OCT-2016
ABB/Con-Cise Optical Group LLC	FORMTECH	5072678	1-NOV-2018
ABB/Con-Cise Optical Group LLC	SUNRIDER	5583213	16-OCT-2018

TRADEMARK APPLICATIONS

Grantor	Mark	Application No.	Application Date
ABB/CON-CISE OPTICAL GROUP LLC	ABBY	90902100	25-AUG-2021
ABB/CON-CISE OPTICAL GROUP LLC	ABBY	90902104	25-AUG-2021
ABB/Con-Cise Optical Group LLC	DYNA INTRA LIMBAL	97872002	04-APR-2023