

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM864932

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OPTIMAX INVESTMENTS LTD		12/29/2023	Company: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First-Citizens Bank & Trust Company		
<b>Street Address:</b>	75 N. FAIR OAKS AVENUE		
<b>Internal Address:</b>	CLAS PAS-04-02		
<b>City:</b>	PASADENA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91103		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7096217	GLASSESUSA	
<b>Registration Number:</b>	6720426	VISTA PLUS	
<b>Registration Number:</b>	6853667	VISTA +	
<b>Registration Number:</b>	6925071	REVELTUNE	
<b>Registration Number:</b>	6681984	BLUEASE	
<b>Registration Number:</b>	6720350	VISTA PLUS	
<b>Registration Number:</b>	7096216	GLASSESUSA	
<b>Serial Number:</b>	98049988	CREATIVITY REFRAMED	
<b>Serial Number:</b>	98049979	CREATIVITY REFRAMED	
<b>Serial Number:</b>	97245993	UNICA	
<b>Serial Number:</b>	98049977	CREATIVITY REFRAMED	
<b>Serial Number:</b>	97245999	UNICA	
<b>Serial Number:</b>	97246003	LENSINK	
<b>Registration Number:</b>	6294916	AMELIA E.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$365.00 7096217

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 8004945225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** JAY DASILVA  
**Address Line 1:** 1025 CONNECTICUT AVE., NW, STE. 712  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** WASHINGTON, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	2220985 TM
<b>NAME OF SUBMITTER:</b>	Gwendolyn Meccas
<b>SIGNATURE:</b>	/Gwendolyn Meccas/
<b>DATE SIGNED:</b>	01/02/2024

**Total Attachments: 4**

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source=First\_Amendment\_to\_Intellectual\_Property\_Security\_Agreement\_(ISR\_Borrower)\_-Optimax#page3.tif  
source=First\_Amendment\_to\_Intellectual\_Property\_Security\_Agreement\_(ISR\_Borrower)\_-Optimax#page4.tif

**FIRST AMENDMENT TO SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Second Amended and Restated Intellectual Property Security Agreement (this "Amendment") is made as of December 29, 2023, by and between **SILICON VALLEY BANK**, a division of First-Citizens Bank & Trust Company, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 ("Bank"), and **OPTIMAX INVESTMENTS LTD**, a company organized under the laws of the State of Israel, with its principal place of business at 34 Habarzel St., Tel-Aviv, Israel, 6971051 ("Grantor").

**Recitals**

A. Grantor, Bank and certain other parties have previously entered into that certain Amended and Restated Loan and Security Agreement dated as of December 20, 2021, as amended by that certain First Loan Modification Agreement dated as of the date of this Amendment.

B. To secure its obligations and liabilities to Bank, Grantor has previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Second Amended and Restated Intellectual Property Security Agreement dated as of December 20, 2021 (as may be amended, modified, restated, replaced, or supplemented from time to time, the "IP Security Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Bank have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATIONS TO THE IP SECURITY AGREEMENT.

1. Exhibit B to the IP Security Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Schedule B-1 attached hereto.
2. Exhibit C to the IP Security Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Schedule C-2 attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.

C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank.

*[The remainder of this page is intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

**GRANTOR:**

OPTIMAX INVESTMENTS LTD

DocuSigned by:  
By: Erez Rosenberg  
18D15EB095244AE...

Name: Erez Rosenberg

Title: Chief Financial Officer

**BANK:**

FIRST-CITIZENS BANK & TRUST COMPANY

DocuSigned by:  
By: Brendan Callanan  
0960097803A3401...

Name: Brendan Callanan

Title: Director

Schedule B-1

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Glasses Manufacture	18/204,963	September 28, 2023
Glasses Manufacture	11,668,953	January 19, 2023
Glasses Manufacture	WO2023286067A1	January 19, 2023

Schedule C-1

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GLASSESUSA	7096217	July 4, 2023
VISTA PLUS 	6720426	May 3, 2022
VISTA +	6853667	September 20, 2022
REVELTUNE	6925071	December 13, 2022
BLUEASE 	6681984	March 29, 2022
VISTA PLUS	6720350	May 3, 2022
GLASSESUSA	7096216	July 4, 2023
CREATIVITY REFRAMED	98049988	June 20, 2023
CREATIVITY REFRAMED	98049979	June 20, 2023
UNICA 	97245993	January 31, 2022
CREATIVITY REFRAMED	98049977	June 20, 2023
UNICA	97245999	January 31, 2022
LENSINK	97246003	January 31, 2022
AMELIA E.	6294916	March 16, 2021