

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lombart Brothers, Inc.		01/09/2024	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch as Administrative Agent		
Street Address:	600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1796275	RESEEVIT	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Bailey E. Brusca		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	B. Brusca -39083.0031		
NAME OF SUBMITTER:	Bailey E. Brusca		
SIGNATURE:	/Bailey E. Brusca/		
DATE SIGNED:	01/25/2024		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 9, 2024, (this “Agreement”), by Lombart Brothers, Inc., a Virginia corporation (the “Grantor”), in favor of the Administrative Agent referred to below.

Reference is made to that certain Pledge and Security Agreement, dated as of June 13, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders and Issuing Banks have extended credit to the Borrower (as defined below) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of June 13, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Focus Intermediate, Inc., a Delaware corporation (“Holdings”), AEC Parent Holdings, Inc., a Delaware corporation (the “Borrower”), the Lenders and Issuing Banks from time to time party thereto and UBS AG, Stamford Branch, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its permitted successors and assigns, the “Administrative Agent”). Consistent with the requirements set forth in Section 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under any or all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademark registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all issued Patents and pending Patent applications for registration in the United States Patent and Trademark Office listed on Schedule II hereto; and

D. all Proceeds of the foregoing;

in each case, solely to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term “IP Collateral” (and any component definition thereof) shall not include any Excluded Asset.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to the Grantor, at the Grantor's expense, such documents that the Grantor shall reasonably request to evidence, record and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. *Governing Law; Jurisdiction.* THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. THE CONSENT TO JURISDICTION, CONSENT TO SERVICE OF PROCESS, VENUE AND WAIVER OF JURY TRIAL PROVISIONS SET FORTH IN SECTION 7.15 AND SECTION 7.16 OF THE SECURITY AGREEMENT SHALL APPLY TO THIS AGREEMENT, MUTATIS MUTANDIS, TO THE SAME EXTENT AS IF FULLY SET FORTH HEREIN.

SECTION 6. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable Requirements of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. *Recordation.* The Grantor hereby authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks, as applicable, and any other applicable Governmental Authority record this Agreement.

SECTION 8. *Release.* This Agreement shall continue in effect until the Termination Date, and the Liens granted hereunder shall automatically be released in the circumstances described in Article 8 and/or Section 9.22 of the Credit Agreement. In connection with any such termination or release, the Administrative Agent shall promptly execute (if applicable) and deliver to the Grantor, at the Grantor's expense, all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Administrative Agent's security interest in the IP Collateral in accordance with Section 7.12 of the Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LOMBART BROTHERS, INC.

By: 
Name: David Clay
Title: Chief Financial Officer

[Signature Page to IPSA (Lombart Brothers, Inc.)]

TRADEMARK
REEL: 008327 FRAME: 0449

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Lombart Brothers, Inc.	1796275	RESEEVIT

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION
Lombart Brothers, Inc.	29/918501	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
Lombart Brothers, Inc.	29/918512	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
Lombart Brothers, Inc.	18/239579	SYSTEMS AND METHODS FOR AUTOMATED SUBJECTIVE REFRACTIONS