

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI46210

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LONG ISLAND VISION MANAGEMENT, LLC		02/20/2024	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Company Name:	CIBC BANK USA		
Street Address:	150 South Wacker Drive, 2900		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77846767	OCEANCOUNTYEYE	
Serial Number:	75870464	OPTICAL GALLERY	
CORRESPONDENCE DATA			
Fax Number:	3123271050		
<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:	7739092655		
Email:	jwatson@skcounsel.com		
Correspondent Name:	Drew Scott		
Address Line 1:	150 South Wacker Drive, 2900		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Jean Watson		
SIGNATURE:	Jean Watson		
DATE SIGNED:	02/22/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of February 20, 2024, is made by **LONG ISLAND VISION MANAGEMENT, LLC**, a New York limited liability company (“Grantor”), in favor of **CIBC BANK USA** (the “Lender”).

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of February 20, 2024 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Grantor, as borrower, **SIGHT VISION PARTNERS, LLC**, a Delaware limited liability company (“Holdings”), and **CERTAIN SUBSIDIARIES OF LONG ISLAND VISION MANAGEMENT, LLC**, as Guarantors, and Lender, the Lender has made or agrees to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Pledge and Security Agreement, dated as of February 20, 2024, executed by the Grantor and other parties thereto in favor of the Lender (and it may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), to grant a security interest and Lien in the Collateral of Grantor to secure the Secured Obligations (as such terms are defined in the Pledge and Security Agreement); and

WHEREAS, Grantor is required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the extensions of credit made to Borrower under the Credit Agreement and as required by the Pledge and Security Agreement, Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to the Lender a present and continuing security interest in and Lien on, all of its rights, titles and interests in, to and under the following Collateral of Grantor (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks including those referred to on Annex A attached hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(e) all products and Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. Pledge and Security Agreement. The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Lender by Grantor pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest and Lien in the Trademark Collateral made and granted hereby by Grantor are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

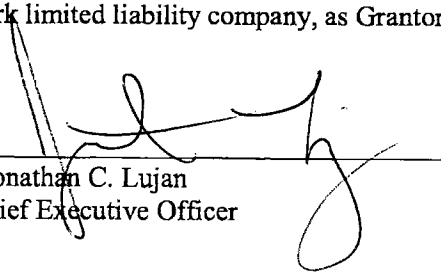
Section 6. Governing Law. **THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.**

Section 7. Release. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Lender shall promptly, at the reasonable request and expense of the Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations not yet due and payable) in accordance with the provisions of the Credit Agreement, upon Borrower's request, Lender will promptly, at the sole expense of Grantor, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantor to evidence such termination and release.

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

LONG ISLAND VISION MANAGEMENT, LLC, a
New York limited liability company, as Grantor

By: 
Name: Jonathan C. Lujan
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CIBC BANK USA.,
as Lender

By:  _____

Name: Peter Moreno

Title: Managing Director

ANNEX A

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Long Island Vision Management, LLC	United States	OCEANCOUNTYEYE	RN: 3809887 SN: 77846767	June 29, 2010
Long Island Vision Management, LLC	United States	OPTICAL GALLERY (<i>Typed Drawing</i>)	RN: 2426705 SN: 75870464	February 6, 2001