

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI139491

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oaktree Fund Administration, LLC		04/01/2024	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Company Name:	SCP Eye Care Services, LLC
Street Address:	1 Station Place, #4
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	Limited Liability Company: DELAWARE
Company Name:	Midwest Eye Center, Inc.
Street Address:	1 Station Place, #4
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	6491393	EYESOUTH PARTNERS
Registration Number:	3421872	LENSIK
Registration Number:	2581743	MIDWEST EYECENTER
Registration Number:	1945542	TRUST THE DOCTOR THAT OTHER DOCTORS TRUST

CORRESPONDENCE DATA

Fax Number:

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: 2129093078

Email: susan.zablocki@kirkland.com

Correspondent Name: SUSAN ZABLOCKI

Address Line 1: Kirkland & Ellis LLP

CH \$115.00.00 90366210

Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 35981-156

NAME OF SUBMITTER: SUSAN ZABLOCKI

SIGNATURE: SUSAN ZABLOCKI

DATE SIGNED: 04/02/2024

Total Attachments: 4

source=Eyesouth - 2L Trademark Release (Executed)_(107146778_1)#page1.tif
source=Eyesouth - 2L Trademark Release (Executed)_(107146778_1)#page2.tif
source=Eyesouth - 2L Trademark Release (Executed)_(107146778_1)#page3.tif
source=Eyesouth - 2L Trademark Release (Executed)_(107146778_1)#page4.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Termination and Release"), dated as of April 1, 2024, is made by Oaktree Fund Administration, LLC, as collateral agent (the "Collateral Agent"), in favor of SCP Eye Care Services, LLC, a Delaware limited liability company, and Midwest Eye Center, Inc., a Delaware corporation (each a "Grantor" and collectively, the "Grantors"), with respect to the Trademark Collateral (as hereinafter defined), as follows:

WITNESSETH:

WHEREAS, pursuant to the Second Lien Security Agreement, dated as of October 7, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time to date, the "Security Agreement"), among the Grantors and the other grantors from time to time party thereto in favor of the Collateral Agent, and that certain Second Lien Security Interest in Trademark Rights, dated as of October 7, 2022 and recorded with the United States Patent and Trademark Office on October 7, 2022 at Reel 7861/Frame 0673 and at Reel 7861/Frame 0693 (the "Trademark Security Agreement"), as security for the payment or performance, as the case may be, in full of the Obligations, the Grantors granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of each Grantor's right, title and interest in, to and under the Trademark Collateral (as hereinafter defined); and

WHEREAS, the Collateral Agent now desires to terminate and release the Trademark Security Agreement and the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

1. Definitions. The term "Trademark Collateral", as used herein, shall mean all right, title, and interest in, to, and under the Trademarks that constitute Collateral (in each case, as defined in the Security Agreement), including, without limitation, those Trademarks listed on Annex I attached hereto, together with the right to receive all Proceeds therefrom. Capitalized terms not defined herein have the meanings set forth in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release of Security Interest. The Collateral Agent, without recourse, representation or warranty, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of each Grantor, and its respective successors and assigns, the Collateral Agent's Security Interest in the Trademark Collateral, and any and all right, title and interest of the Collateral Agent in, to and under the Trademark Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. The Collateral Agent hereby terminates and cancels the Trademark Security Agreement. The Collateral Agent hereby authorizes each Grantor and its respective successors, assigns or other legal representatives to file this Termination and Release with the United States Patent and Trademark Office, at the sole expense of the Grantors. The Collateral Agent hereby agrees, upon the reasonable request and at the sole cost and expense of the Grantors, to deliver such other documents and take such other actions as may be reasonably necessary to evidence and effectuate the release and termination of the Collateral Agent's Security Interest in the Trademark Collateral.

3. Delivery by Facsimile. Delivery of an executed signature page to this Termination and Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a

manually signed counterpart of this Termination and Release. Electronic signatures will have the same force and effect as manual signatures.

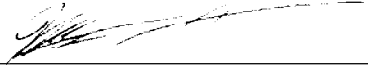
4. Governing Law. THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

OAKTREE FUND ADMINISTRATION, LLC, as the
Collateral Agent



By: Oaktree Capital Management L.P.
Its: Managing Member

By: 
Name: Matthew Stewart
Title: Managing Director

By: 
Name: Mary Gallegly
Title: Managing Director

ANNEX I

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
SCP Eye Care Services, LLC	90366210	6491393	EYESOUTH PARTNERS 
Midwest Eye Center, Inc.	77234435	3421872	LENSIK
Midwest Eye Center, Inc.	76244050	2581743	MIDWEST EYECENTER 
Midwest Eye Center, Inc.	74617768	1945542	TRUST THE DOCTOR THAT OTHER DOCTORS TRUST