

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351909

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Capital Vision Services, LP		08/14/2015	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	GCI Capital Markets LLC
Street Address:	666 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2672981	MYEYEDR.
Registration Number:	2007443	DOCTORS VISION CENTER
Registration Number:	3665982	THE CENTER FOR VISUAL LEARNING & REHABIL
Registration Number:	3688359	FOR A LIFETIME OF SEEING AND LOOKING YOU
Registration Number:	2202801	WE PUT THE DOCTOR IN VISION CARE
Registration Number:	2185540	THE CENTER FOR VISUAL LEARNING AT DOCTOR
Registration Number:	3205574	COMPUSIGHT
Registration Number:	3201362	EYE CARE ASSOCIATES
Registration Number:	3911877	HIGH PERFORMANCE VISION
Registration Number:	4391014	TRIANGLE EYE INSTITUTE
Registration Number:	3277405	
Registration Number:	3336508	EYEOPTIX

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

TRADEMARK

Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 053644-0021

NAME OF SUBMITTER: Anna T Kwan

SIGNATURE: /atk/

DATE SIGNED: 08/19/2015

Total Attachments: 6

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “**Agreement**”), dated as of August 14, 2015, is entered into by Capital Vision Services, LP, a Delaware limited partnership with principal offices at 1950 Old Gallows Road, Suite 520, Vienna, VA 22182 (the “**Grantor**”), and GCI Capital Markets LLC (the “**Grantee**”), having its principal offices at 666 Fifth Avenue, New York, NY 10103, as collateral agent (the “**Collateral Agent**”).

WHEREAS, the Grantor is the owner of all right, title and interest in and to the United States trademarks and associated United States trademark registrations and applications for registration set forth in Schedule A attached hereto, provided that, in no event shall any security interest be granted in any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15. U.S.C. §1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein) (collectively, the “**Trademarks**”);

WHEREAS, Grantee desires to acquire a security interest in the Trademarks; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Pledge and Security Agreement, dated as of August 14, 2015, made by the Grantor, the other assignors from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the “**Security Agreement**”), the Grantor and Grantee agree as follows:

i. Grant of Security Interest

a. The Grantor hereby assigns to the Grantee as collateral security, and grants to the Grantee a continuing security interest in, to and under (i) the Trademarks; (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

b. This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

ii. Termination of Security Interest

Upon the occurrence of the termination of the Security Agreement, the Grantee shall promptly upon request execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Grant.

iii. Authorization; Constitution

To the extent applicable, the parties hereto authorize and request that the Commissioner of Trademarks of the United States to record this security interest in the Trademarks.

iv. Security Agreement

The security interests granted to the Collateral Agent herein are granted in furtherance, and not limitation of, the security interest granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests granted herein 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.

v. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED, ENFORCED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

vi. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee, the Grantor, and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

vii. Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument.

[Remainder of this page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

GRANTOR:

CAPITAL VISION SERVICES, LP
By: CAPITAL VISION SERVICES GP, LLC, its
general partner


By: 
Name: Sue Downes
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005602 FRAME: 0620

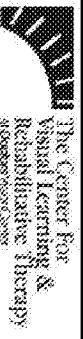

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

GCI CAPITAL MARKETS LLC, as Collateral Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE A
TRADEMARKS

	Owner	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Jurisdiction
1.	Capital Vision Services, LP (formerly known as Capital Vision Services, LLC)	MYEYEDR.	2,672,981	1/7/2003	76/220,503	3/6/2001	United States
2.	Capital Vision Services, LP (formerly known as Capital Vision Services, LLC)	DOCTORS VISION CENTER	2,007,443	10/15/1996	74/576,319	9/21/1994	United States
3.	Capital Vision Services, LP (formerly known as Capital Vision Services, LLC)	 The Center for Visual Learning & Rehabilitative Therapy <small>At Lakeside Medical Center</small>	3,665,982	8/11/2009	77/566,461	9/10/2008	United States
4.	Capital Vision Services, LP (formerly known as Capital Vision Services, LLC)	FOR A LIFETIME OF SEEING AND LOOKING YOUR BEST	3,688,359	9/29/2009	77/561,975	9/4/2008	United States
5.	Capital Vision Services, LP (formerly known as Capital Vision Services, LLC)	WE PUT THE DOCTOR IN VISION CARE	2,202,801	11/10/1998	75/351,143	9/3/1997	United States
6.	Capital Vision Services, LP (formerly known as Capital Vision Services, LLC)	 The Center for Visual Learning At Doctors Vision Center	2,185,540	9/1/1998	75/267,721	3/19/1997	United States
7.	Capital Vision Services, LP (formerly known as Capital Vision Services, LLC)	COMPUSIGHT	3,205,574	2/6/2007	78/817,632	2/17/2006	United States
8.	Capital Vision Services, LP (formerly known as Capital Vision Services, LLC)	EYE CARE ASSOCIATES	3,201,362	1/23/2007	78/817,627	2/7/2006	United States
9.	Capital Vision Services, LP (formerly known as Capital Vision Services, LLC)	HIGH PERFORMANCE VISION	3,911,877	1/25/2011	77/803,816	8/13/2009	United States



10.									
11.									
12.									

