

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777508

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premier Eye Care of Florida, L.L.C.		12/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as collateral agent		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6579723	PREMIER EYE CARE	
Registration Number:	6206144	UNIQUE INSIGHT. BETTER SOLUTIONS.	
Serial Number:	97017186	TELE-VISIT	
Serial Number:	97030520	ZEEVUE	
Serial Number:	97017188	TELE-SCREEN	
Serial Number:	97017184	TELE-VISION	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	336185-56		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	12/30/2022		

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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), effective as of December 30, 2022, is made by Premier Eye Care of Florida, L.L.C., a Delaware limited liability company (the “Grantor”), in favor of Monroe Capital Management Advisors, LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Credit Agreement, dated as of June 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Dorado Intermediate, Inc., a Delaware corporation (“Holdings”), Dorado Acquisition, Inc., a Delaware corporation (“Borrower”), the other Guarantors party hereto from time to time, Monroe Capital Management Advisors, LLC, as administrative agent, the Collateral Agent, and each lender from time to time party thereto (the “Lenders”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Security Agreement, dated as of June 30, 2021, in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (other than any Excluded Assets); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor’s right, title and interest in, to and under the Trademarks (including those items listed on Schedule A hereto but excluding any Excluded Assets), including all rights to sue at law or in equity for an infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom

(collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties to secure payment of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. The Terms of Section 10.15 of the Credit Agreement (*GOVERNING LAW*) are incorporated herein by reference, *mutatis mutandis*, and shall apply to this Intellectual Property Security Agreement as if fully set forth herein.

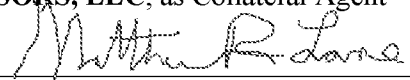
(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**PREMIER EYE CARE OF FLORIDA,
L.L.C.**, a Delaware limited liability
company

DocuSigned by:
Luis Mosquera
By: _____
Name: Luis Mosquera
Title: Chief Executive Officer

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Collateral Agent**


By: 

Name: Matthew R. Lane

Title: Managing Director

Schedule A

U.S. Trademark Registrations

Trademark Title	Trademark Registration Number	Trademark Registration Date	Trademark Application Number	Trademark Application Date
PREMIER EYE CARE and Design  *NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "PREMIER EYE CARE" APART FROM THE MARK AS SHOWN	6579723	December 7, 2021	90264159	October 19, 2020
UNIQUE INSIGHT. BETTER SOLUTIONS.	6206144	November 24, 2020	87944972	June 1, 2018

U.S. Trademark Applications

Trademark Title	Trademark Application Number	Trademark Application Date
TELE-VISIT	97017186	September 8, 2021
ZEEVUE	97030520	September 16, 2021
TELE-SCREEN	97017188	September 8, 2021
TELE-VISION	97017184	September 8, 2021