

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI190716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEERPATH FUND SERVICES, LLC, as administrative agent		04/24/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	ASCEND FLORIDA MANAGEMENT, LLC		
Street Address:	980 Michigan Ave, #1900		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85921253	MILLS EYE + FACIAL SURGERY	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	3125778438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	Raquel Haleem		
DATE SIGNED:	04/25/2024		
Total Attachments: 3			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as of April 24, 2024, by DEERPATH FUND SERVICES, LLC, in its capacity as administrative agent and collateral agent (in such capacities, the “Grantee”) in favor of ASCEND FLORIDA MANAGEMENT, LLC, a Delaware limited liability company (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement or the Trademark Security Agreement (each as defined below), as applicable.

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of January 3, 2022, by and among Grantee, Grantor and the Guarantors (as the same may be amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), Grantor granted to Grantee, for the benefit of the Lenders, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than any “intent-to-use” application for registration of a trademark), together with, among other things, the goodwill of the business symbolized by Trademarks owned by the Grantor, including those set forth on Schedule A annexed hereto (the “Collateral”), to secure the payment, performance and observance of the Obligations;

WHEREAS, pursuant to the Pledge and Security Agreement, Grantee and Grantor entered into that certain Trademark Security Agreement dated as of January 24, 2023 (the “Trademark Security Agreement”) to record Grantee’s security interest in the Collateral, pursuant to which Grantor pledged to the Grantee and granted to the Grantee, for the benefit of the Lenders, a continuing first priority security interest in the Collateral;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on March 28, 2023, at Reel 8020, Frame 0778;

WHEREAS, Grantor has requested that Grantee release its security interest in the Collateral and reassign any and all right, title and interest in, to and under the same to Grantor; and

WHEREAS, Grantor has satisfied and fulfilled all of its obligations of the Security Agreement for Grantor to release its security interest in the Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Grantee hereby releases and fully discharges its security interest in Grantor’s entire right, title and interest in, to and under the Collateral. Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Release (and the release of security interest provided herein).
2. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, any and all of Grantee’s right, title and interest in, to and under the Collateral.
3. This Release shall be governed by, construed and interpreted in accordance with the laws of the State of New York, except as required by mandatory provisions of law.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has duly executed this Release as of the date first above written.

DEERPATH FUND SERVICES, LLC



By: _____

Name: Anish Bahl

Title: Chief Financial Officer

SCHEDULE A

1. Trademark Registrations and Applications

Mark	Application No.	Registration No.	Status of Mark
MILLS EYE + FACIL SURGERY	85921253	4458369	Active