

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6754441

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2
CONVEYING PARTY DATA	
Name	Execution Date
1-800 CONTACTS, INC.	11/06/2020
RECEIVING PARTY DATA	
Name:	KKR LOAN ADMINISTRATION SERVICE LLC, AS COLLATERAL AGENT
Street Address:	9 WEST 57TH STREET
Internal Address:	SUITE 4160
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7832551
Patent Number:	8069979
Patent Number:	10413172
Application Number:	16572397
CORRESPONDENCE DATA	
Fax Number:	
<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:	2023704750
Email:	ipteam@cogencyglobal.com
Correspondent Name:	JENNIFER TINDIE
Address Line 1:	1025 CONNECTICUT AVE., NW, SUITE 712
Address Line 2:	COGENY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	1394583 2L PT
NAME OF SUBMITTER:	RICK HARRISON
SIGNATURE:	/Rick Harrison/
DATE SIGNED:	06/10/2021

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “Agreement”), dated as of November 6, 2020, is made by 1-800 Contacts, Inc., a Delaware corporation (the “Grantor”), in favor of KKR Loan Administration Services LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Second Lien Credit Agreement, dated as of November 6, 2020, among Oculus Intermediate Corp., a Delaware corporation (the “Holdings”), Oculus Acquisition Corp., a Delaware corporation (the “Borrower”), the several lenders from time to time parties thereto (each, a “Lender” and, collectively, the “Lenders”) and KKR Loan Administration Services LLC, as the Administrative Agent and the Collateral Agent for the benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

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

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Second Lien Security Agreement, dated as of November 6, 2020 in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit under the Credit Agreement, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

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.

2. Grant of Security Interest. Each Grantor hereby grants a Security Interest in all of such Grantor’s right, title and interest in, to and under the Patents that are not Excluded Property (including, without limitation, in, to and under those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations.

3. Purpose. This Agreement has been executed and delivered by each 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 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. Each Grantor hereby authorizes and requests that the Commissioner for Patents of the United States Patent and Trademark Office and any other applicable government officer record this

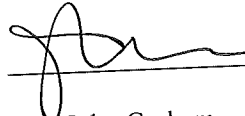
Agreement. Each Grantor shall, at its sole expense, take all further actions necessary or desirable by the Collateral Agent to record and perfect its security interest in and to the Collateral.

4. Acknowledgment. Each Grantor hereby further acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Security Interest in the Collateral as it relates to Patents 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. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

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.

6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

1-800 Contacts, Inc.
as a Grantor

By: 
Name: John Graham
Title: President and Chief
Executive Officer

[Signature Page to Second Lien Grant of Security Interest in Patent Rights]

PATENT
REEL: 056495 FRAME: 0963

KKR LOAN ADMINISTRATION SERVICES LLC, as
the Collateral Agent

By: _____
Name: John Knox
Title: CFO

SCHEDULE A

Patent Registrations and Applications

Owner	Title	Country	Application No.	Patent No.
1-800 Contacts, Inc.	CONTACT LENS PACKAGE AND STORAGE CASE, HOLDER, AND SYSTEM AND METHOD OF MAKING AND USING	United States of America	10/527383	7832551
1-800 Contacts, Inc.	CONTACT LENS PACKAGE AND STORAGE CASE, HOLDER, AND SYSTEM AND METHOD OF MAKING AND USING	United States of America	12/902103	8069979
1-800 Contacts, Inc.	DIGITAL VISUAL ACUITY EYE EXAMINATION FOR REMOTE PHYSICIAN ASSESSMENT	United States of America	15/838,029	10413172
1-800 Contacts, Inc.	DIGITAL VISUAL ACUITY EYE EXAMINATION FOR REMOTE PHYSICIAN ASSESSMENT	United States of America	16/572,397	