

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7389425

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
LOMBART BROTHERS, INC.	06/13/2022
SANTINELLI INTERNATIONAL, INC.	06/13/2022
RECEIVING PARTY DATA	
Name:	UBS AG, STAMFORD BRANCH, AS COLLATERAL AND ADMINISTRATIVE AGENT
Street Address:	600 WASHINGTON BOULEVARD
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06901
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	D938485
Patent Number:	D938986
Application Number:	17022539
Application Number:	29767498
Application Number:	29767503
Application Number:	29774156
Application Number:	29819128
Application Number:	29820104
CORRESPONDENCE DATA	
Fax Number:	(202)835-7586
<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:	202-835-7500
Email:	dcip@milbank.com
Correspondent Name:	JAVIER J. RAMOS
Address Line 1:	1850 K STREET, NW, SUITE 1100
Address Line 2:	MILBANK, LLP
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	37199.00029

NAME OF SUBMITTER:	JAVIER J. RAMOS
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	06/17/2022
Total Attachments: 8 source=4. Project Focus - AEC - IPSA (Executed)#page1.tif source=4. Project Focus - AEC - IPSA (Executed)#page2.tif source=4. Project Focus - AEC - IPSA (Executed)#page3.tif source=4. Project Focus - AEC - IPSA (Executed)#page4.tif source=4. Project Focus - AEC - IPSA (Executed)#page5.tif source=4. Project Focus - AEC - IPSA (Executed)#page6.tif source=4. Project Focus - AEC - IPSA (Executed)#page7.tif source=4. Project Focus - AEC - IPSA (Executed)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 13, 2022, (this “Agreement”), by Lombart Brothers, Inc., a Virginia corporation, and Santinelli International, Inc., a New York corporation (each, a “Grantor”), in favor of the Administrative Agent referred to below.

Reference is made to that certain Pledge and Security Agreement, dated as of June 13, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders and Issuing Banks have extended credit to the Borrower (as defined below) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of June 13, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Focus Intermediate, Inc., a Delaware corporation, as Holdings, Focus Merger Sub, Inc., a Delaware corporation (prior to the consummation of the Closing Date Merger (as defined in the Credit Agreement), the “Borrower”), upon the consummation of the Closing Date Merger, which will be merged into AEC Parent Holdings, Inc., a Delaware corporation (following the consummation of the Closing Date Merger, the “Borrower”), the Lenders and Issuing Banks from time to time party thereto and UBS AG, Stamford Branch, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its permitted successors and assigns, the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under any or all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademark registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all issued Patents and pending Patent applications for registration in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case, solely to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term “IP Collateral” (and any component definition thereof) shall not include any Excluded Asset.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative

Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral 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.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to the applicable Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence, record and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. *Governing Law; Jurisdiction.* THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. THE CONSENT TO JURISDICTION, CONSENT TO SERVICE OF PROCESS, VENUE AND WAIVER OF JURY TRIAL PROVISIONS SET FORTH IN SECTION 7.15 AND SECTION 7.16 OF THE SECURITY AGREEMENT SHALL APPLY TO THIS AGREEMENT, MUTATIS MUTANDIS, TO THE SAME EXTENT AS IF FULLY SET FORTH HEREIN.

SECTION 6. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable Requirements of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

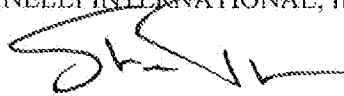
SECTION 7. *Recordation.* Each Grantor hereby authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, and any other applicable Governmental Authority record this Agreement.

SECTION 8. *Release.* This Agreement shall continue in effect until the Termination Date, and the Liens granted hereunder shall automatically be released in the circumstances described in Article 8 and/or Section 9.22 of the Credit Agreement. In connection with any such termination or release, the Administrative Agent shall promptly execute (if applicable) and deliver to such Grantor, at such Grantor's expense, all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Administrative Agent's security interest in the IP Collateral in accordance with Section 7.12 of the Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

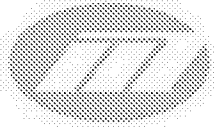


LOMBART BROTHERS, INC.
SANTINELLI INTERNATIONAL, INC.

By: 
Name: Stephen Trevor
Title: President

[Signature Page to Intellectual Property Security Agreement]


SCHEDULE I


U.S. TRADEMARK REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Lombart Brothers, Inc.	6479326	ULTRA M
Lombart Brothers, Inc.	5743347	M Design 
Lombart Brothers, Inc.	5641782	M Design 
Lombart Brothers, Inc.	5617370	ION IMAGING and Design
Lombart Brothers, Inc.	5678252	XFRACTION
Lombart Brothers, Inc.	5929835	OPD-SCAN
Lombart Brothers, Inc.	5848263	THE LEADER IN VISION DIAGNOSTICS
Lombart Brothers, Inc.	5607183	EPIC
Lombart Brothers, Inc.	5617364	M MARCO IDOC and Design 
Lombart Brothers, Inc.	5615620	MARCO
Lombart Brothers, Inc.	3760543	THE DIFFERENCE IS MARCO

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Lombart Brothers, Inc.	6365107	A Advancing EyeCare & Design 
Lombart Brothers, Inc.	6137772	MWS-1T
Santinelli International, Inc.	6228528	SIOS
Santinelli International, Inc.	6180689	SIMPLY OPTICAL
Santinelli International, Inc.	3684853	SANTINELLI INTERNATIONAL
Santinelli International, Inc.	3684854	S 
Santinelli International, Inc.	3523157	PERFECTING THE ART INSIDE THE FRAME
Lombart Brothers, Inc.	6143366	MARCO INFINITY
Lombart Brothers, Inc.	2169538	M MARCO 

U.S. TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Lombart Brothers, Inc.	90792263	LOMBART
Lombart Brothers, Inc.	90792273	LOMBART 
Lombart Brothers, Inc.	90792288	S4 OPTIK

APPLICANT	APPLICATION NO.	TRADEMARK
		 The logo consists of the text 'S4' in a large, bold, sans-serif font, with 'Optik' in a smaller font to its right. The entire logo is contained within a dark rectangular box.

SCHEDULE II

U.S. PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION
Lombart Brothers, Inc.	D938485	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
Lombart Brothers, Inc.	D938986	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE

U.S. PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION
Lombart Brothers, Inc.	17/022539	SYSTEMS AND METHODS FOR AUTOMATED SUBJECTIVE REFRACTIONS
Lombart Brothers, Inc.	29/767498	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE E
Lombart Brothers, Inc.	29/767503	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
Lombart Brothers, Inc.	29/774156	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
Lombart Brothers, Inc.	29/819128	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE
Lombart Brothers, Inc.	29/820104	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE

SCHEDULE III

U.S. COPYRIGHT REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
Santinelli International, Inc.	VAu001414399	No Fog Artwork 1.
Santinelli International, Inc.	VAu001414400	No Fog Artwork 2.

U.S. COPYRIGHT APPLICATIONS

None.