

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7703670

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ROBI LTD.	01/28/2022
RECEIVING PARTY DATA	
Name:	GOLUB CAPITAL MARKETS
Street Address:	200 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10166
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7043796
CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
<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:	3128767700
Email:	thomas.buettner@lw.com
Correspondent Name:	THOMAS J. BUETTNER
Address Line 1:	LATHAM & WATKINS LLP
Address Line 2:	330 NORTH WABASH AVENUE, SUITE 2800
Address Line 4:	CHICAGO, ILLINOIS 60611
ATTORNEY DOCKET NUMBER:	053644-0276
NAME OF SUBMITTER:	THOMAS J. BUETTNER
SIGNATURE:	/tjb/
DATE SIGNED:	12/20/2022
Total Attachments: 5	
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PATENT SECURITY AGREEMENT, dated as of January 28, 2022 (this “Agreement”), between ROBI LTD., a New York corporation (the “Grantor”) and GOLUB CAPITAL MARKETS LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain Credit Agreement, dated as of May 26, 2021 (as amended by Amendment No. 1 to Credit Agreement, dated as of December 17, 2021, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among NEW LOOK HOLDINGS LIMITED PARTNERSHIP, a limited partnership existing under the laws of the Province of Ontario, “Holdings”), NEW LOOK (DELAWARE) CORPORATION, a Delaware corporation (the “U.S. Borrower”), NEW LOOK VISION GROUP INC. GROUPE VISION NEW LOOK INC., a corporation existing under the laws of Canada (the “Canadian Borrower” and “Borrower Representative” and together with the U.S. Borrower, each a “Borrower” and collectively, the “Borrowers”), the Lenders and Issuing Banks from time to time party thereto and GOLUB CAPITAL MARKETS LLC, as the Administrative Agent, and (b) that certain U.S. Collateral Agreement, dated as of May 26, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the U.S. Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under (a) the U.S. Patents and Patent applications listed on Schedule I attached hereto, (b) all reissues, substitutes, divisionals, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (c) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights accruing thereunder or pertaining thereto throughout the world (the “Patent Collateral”). This Agreement is not to be construed as an assignment of any patent or patent application.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, at such time when (i) all the Loan Document Obligations (including all LC Disbursements, if any, but excluding (x) contingent amounts not yet due and (y) Cash Management Obligations) have been paid in full in cash, (ii) all Commitments have terminated or expired and (iii) the LC Exposure has been reduced to zero (including as a result of obtaining the consent of the applicable Issuing Bank as described in Section 9.05 of the Credit Agreement) and the Issuing Banks have no further obligation to issue or amend Letters of Credit under the Credit Agreement, the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. 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. The words “execution,” “signed,” “signature” and words of like import in this Agreement or any other document to be signed in connection with this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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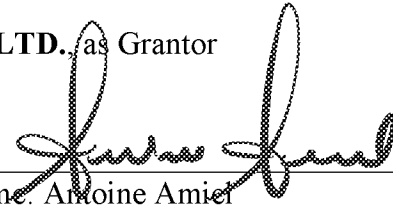
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ROBI LTD., as Grantor

By: _____

Name: Antoine Amiel

Title: President

A handwritten signature in black ink, appearing to read "Antoine Amiel", is written over a horizontal line. The signature is cursive and somewhat stylized.

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By: _____

Name: Marc C. Robinson

Title: Senior Managing Director

Schedule I

Patents

<u>Grantor</u>	<u>Item/Mark</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>
Robi Ltd.	HINGE CONNECTOR ASSEMBLY	United States	7,043,796	5/16/2006