

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311600

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Eye Academy of America, Ltd.		07/21/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Guaranty Bank and Trust Company		
Street Address:	1331 17th Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86073103	ICON LASIK	
CORRESPONDENCE DATA			
Fax Number:	3032230942		
<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:	(303) 223-1142		
Email:	eholmes@bhfs.com		
Correspondent Name:	Emily C. Holmes		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	006595.0009 7/23/14 DRS		
NAME OF SUBMITTER:	Emily C. Holmes		
SIGNATURE:	/emilycholmes/		
DATE SIGNED:	07/23/2014		
Total Attachments: 7			
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TRADEMARK

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**GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS AND
TRADEMARKS**

THIS GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (this "**Agreement**"), dated as of July 21, 2014, is made among THE EYE ACADEMY OF AMERICA, LTD., a Delaware corporation ("**Borrower**"), TOTAL VISION EYE CARE GROUP, P.C., a Colorado corporation ("**TVEC**"), and COLORADO SURGERY CENTERS, LLC, a Colorado limited liability company (together with Borrower and TVEC, the "**Loan Parties**"), and GUARANTY BANK AND TRUST COMPANY, a Colorado corporation ("**Lender**").

WHEREAS, the Loan Parties and Lender have entered into a Credit and Security Agreement dated as of the date hereof (as at any time amended, modified or supplemented, the "**Credit Agreement**") pursuant to which Lender agreed to provide financing to Borrower; and

WHEREAS, pursuant to the Credit Agreement, the Loan Parties have granted to Lender a security interest in all of the Loan Parties' present and future assets, including the intellectual property identified below. To secure the Indebtedness and to supplement Lender's security interest in such intellectual property pursuant to the Credit Agreement, the Loan Parties executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Indebtedness, each Loan Party hereby grants to Lender a security interest in all of such Loan Party's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which any Loan Party now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "**Collateral**"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by each Loan Party connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Intent-to-Use Trademarks. Notwithstanding anything to the contrary in this Agreement, this Agreement grants only the security interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application, and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

(c) Continuing Security Interest. Each Loan Party agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Credit Agreement.

3. Supplement to Credit Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Credit Agreement. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference.

4. Authorization to Supplement. If any Loan Party shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Within 30 days of the issuance of any new trademark registration to any Loan Party or the acquisition or issuance of any patent or copyright registrations or the filing of any application for a trademark, patent or copyright such Loan Party shall give prompt notice in writing to Lender with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting any Loan Party's obligation under this Section 4, each Loan Party authorizes Lender to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from any Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

5. Further Acts. On a continuing basis, at the request of Lender, each Loan Party shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording

places, all such instruments and documents, and take all such action as may be necessary or advisable to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted under this Agreement, including any documents for filing with United States Patent and Trademark Office (the "PTO") and/or any applicable state office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of such Loan Party.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by any Loan Party and Lender and their respective successors and assigns and shall bind any Person who becomes bound as a grantor under this Agreement.

7. Applicable Law. This Agreement, and the transactions evidenced hereby, shall be governed by, and construed under, the internal laws of the State of Colorado, without regard to principles of conflicts of law, as the same may from time to time be in effect, including, without limitation, the UCC.

8. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

9. Severability. The provisions of this Agreement are independent of, and separable from, each other, and no such provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other such provision may be invalid or unenforceable in whole or in part. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, such provision shall be ineffective in such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable nor render prohibited or unenforceable such provision in any other jurisdiction.

10. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, and by Lender and the Loan Parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement. A counterpart hereof executed and delivered by facsimile or PDF shall be effective as an original for all applicable purposes.

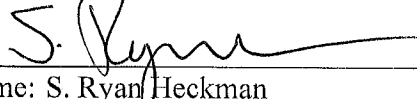
11. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Credit Agreement, the provision contained in the Credit Agreement shall govern and control, to the extent of such conflict or inconsistency.

[Signature page follows]

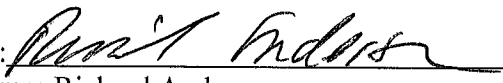
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

LOAN PARTIES:


THE EYE ACADEMY OF AMERICA LTD.

By: 
Name: S. Ryan Heckman
Title: President

TOTAL VISION EYE CARE GROUP, P.C.

By: 
Name: Richard Anderson
Title: President

COLORADO SURGERY CENTERS, LLC

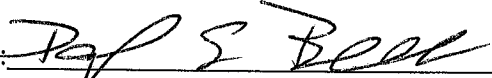
By: 
Name: Richard Anderson
Title: President

Address:

201 Fillmore Street, Suite 201
Denver, Colorado 80206
Attn: Brad Anderson
Fax: (303) 484-4482
Email: brad@iconlasik.com

LENDER:

GUARANTY BANK AND TRUST COMPANY

By: 

Name: David Bell

Title: Senior Vice President

Address:

1331 17th Street

Denver, CO 80202

Attn: David E. Bell

Fax: (303) 675-1130

Email: david.bell@guarantybankco.com

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005328 FRAME: 0330

SCHEDULE A

Issued U.S. Patents of the Loan Parties

NONE

Pending U.S. Patent Applications of the Loan Parties

NONE

SCHEDULE B

U.S. Trademarks of the Loan Parties

NONE

Foreign Trademarks of the Loan Parties

<u>Registration / Application No.</u>	<u>Application Date</u>	<u>Registered Owner</u>	<u>Mark</u>
(China) 6221806	March 28, 2010	The Eye Academy of America, Ltd	ICON

Pending U.S. Trademark Applications of the Loan Parties

<u>Serial Number</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
86073103	September 24, 2013	The Eye Academy of America, Ltd	ICON LASIK