

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562750

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Sky Vision, LLC		02/18/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Agent		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor, Attention: Legal Department		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3394385	SHORELINE VISION VISION CARE. FOR LIFE.	
Registration Number:	3394386	SHORELINE VISION	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	060963-0004		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	02/19/2020		
Total Attachments: 5			

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this "Assignment"), dated as of February 18, 2020, is by BLUE SKY VISION, LLC ("Assigning Secured Party") in favor of CORTLAND CAPITAL MARKET SERVICES LLC, a ("New Secured Party"), as Agent for the Lenders (as defined below). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Guarantee and Collateral Agreement referred to therein.

RECITALS:

WHEREAS, SHORELINE OPHTHALMOLOGY, PLLC, as "Grantor", and Assigning Secured Party are parties to that certain Trademark Security Agreement, dated as of the date hereof (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") covering certain intellectual property set forth on Schedule A attached hereto;

WHEREAS, GRO Sub Holdco, LLC, a Delaware limited liability company ("GRO Sub Holdco"), Shoreline GRO Ophthalmology, Inc., a Delaware corporation ("Shoreline GRO"), GRO Intermediate Holdco, LLC, a Delaware limited liability company (together with GRO Sub Holdco and Shoreline GRO, "Borrowers"), and each individually a "Borrower"), the Assigning Secured Party, the other loan parties thereto, the financial institutions party thereto from time to time ("Lenders") and New Secured Party, as Agent, have entered into the Credit Agreement, dated as of February 18, 2020 (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Assigning Secured Party and New Secured Party, as Agent for the Lenders, have entered into the Guarantee and Collateral Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in order to induce the Lenders to make loans.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Assigning Secured Party has granted to the New Secured Party, for the benefit of the Lenders, a security interest in substantially all its assets, including in connection with the Trademark Security Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assigning Secured Party agrees as follows:

SECTION 1. Grant of Security. The Assigning Secured Party hereby collaterally assigns and transfers to New Secured Party, and hereby grants to New Secured Party a security interest in, all of the Assigning Secured Party's right, title and interest in and to the following (the "Collateral"):

- (a) the Trademark Security Agreement, including the registered and pending trademarks in the United States Patent and Trademark Office that are set forth in Schedule A hereto;

- (b) all proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the trademarks, or unfair competition regarding the same.

SECTION 2. Security for Obligations. The assignment and grant of a security interest in the Collateral by the Assigning Secured Party under this Assignment secures the payment of all Secured Obligations of the Assigning Secured Party now or hereafter existing whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Assignment secures, as to the Assigning Secured Party, the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Assigning Secured Party to any Lender but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Assigning Secured Party.

SECTION 3. Recordation. This Assignment has been executed and delivered by the Assigning Secured Party party hereto for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Assigning Secured Party authorizes and requests that the Commissioner for Trademarks record this Assignment.

SECTION 4. Execution in Counterparts. This Assignment may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Assignment. Receipt by telecopy or in “pdf” format through electronic mail of any executed signature page to this Assignment shall constitute effective delivery of such signature page. This Assignment to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including “pdf”), shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

SECTION 5. Grants, Rights and Remedies. This Assignment has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The Assigning Secured Party does hereby acknowledge and confirm that the assignment and the grant of the security interest hereunder to, and the rights and remedies of, the New Secured Party with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Assignment and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Sections 8.11, 8.12 and 8.13 of the Guarantee and Collateral Agreement pertaining to governing law, consent to jurisdiction, service of process and waiver of jury trial are incorporated herein, mutatis mutandis.

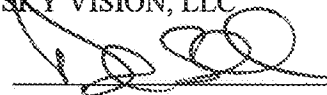
SECTION 7. Severability. The illegality or unenforceability of any provision of this Assignment shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Assignment.

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IN WITNESS WHEREOF, Assigning Secured Party and New Secured Party have caused this Assignment to be duly executed as of the date first above written.

ASSIGNING SECURED PARTY:

BLUE SKY VISION, LLC

By: 
Name: Daniel Shoemaker
Its: President

NEW SECURED PARTY:

CORTLAND CAPITAL MARKET SERVICES
LLC

By: _____
Name: _____
Its: _____

NEW SECURED PARTY:

CORTLAND CAPITAL MARKET SERVICES
LLC

By: 

Name: **Winnalynn N. Kantaris**

Its: **Associate General Counsel**

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Grantor	Trademark	Application Number	Filing Date	Registration Number	Issue Date
SHORELINE OPHTHALMOLOGY, PLLC	SHORELINE VISION VISION CARE. FOR LIFE	77195580	6/1/2007	3394385	3/11/2008
SHORELINE OPHTHALMOLOGY, PLLC	SHORELINE VISION	77195722	6/1/2007	3394386	3/11/2008

[Exhibit A]

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RECORDED: 02/19/2020

TRADEMARK
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