

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM665982

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Replacement Parts Industries, Inc.		08/09/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capital One, National Association, as Agent		
<b>Street Address:</b>	Two Bethesda Metro Center, Suite 600		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2650499	SMART KIT RPI	
<b>Registration Number:</b>	2380636	FLIPPER	
<b>Registration Number:</b>	2592160	SMART KIT	
<b>Registration Number:</b>	1471335	RPI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4044435599		
	<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>		
<b>Phone:</b>	4044435626		
<b>Email:</b>	tlockley@mcguirewoods.com		
<b>Correspondent Name:</b>	Tequira Lockley - Paralegal		
<b>Address Line 1:</b>	1230 Peachtree Street NE, Suite 2100		
<b>Address Line 2:</b>	McGuireWoods LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	2060236.0193		
<b>NAME OF SUBMITTER:</b>	Tequira Lockley		
<b>SIGNATURE:</b>	//Tequira Lockley//		
<b>DATE SIGNED:</b>	08/09/2021		
<b>Total Attachments: 5</b>			

OP \$115.00 2650499

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 9, 2021, is made by REPLACEMENT PARTS INDUSTRIES, INC., a California corporation (“Grantor”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 9, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among (i) Healthcare Components Group Midco Inc., a Delaware corporation (“Holdings”), (ii) Healthcare Components Group Holdco Inc., a Delaware corporation (“HCG”), (iii) immediately after giving effect to the Closing Date Acquisitions, American Optics (US) Holdco, Inc., a Delaware corporation (“American Optics”) and (iv) Replacement Parts Industries, Inc., a California corporation (“RPI” and together with HCG and American Optics, their successors and permitted assigns, collectively the “Borrowers” and each a “Borrower”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those pending and registered Trademarks referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (a) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**REPLACEMENT PARTS INDUSTRIES, INC.,**  
as Grantor

By:   
Name: Ira Lapidès  
Title: President and Secretary

ACCEPTED AND AGREED  
as of the date first above written:

**CAPITAL ONE, NATIONAL ASSOCIATION,**  
as Agent

By: \_\_\_\_\_  
Name: Peter Itz  
Title: Its Duly Authorized Signatory

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

**REPLACEMENT PARTS INDUSTRIES, INC.,**  
as Grantor



By: \_\_\_\_\_  
Name: Ira Lapidés  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

**CAPITAL ONE, NATIONAL ASSOCIATION,**  
as Agent

By:  \_\_\_\_\_  
Name: Peter Itz  
Title: Its Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark	Country	Registration No.	Registration Date
<b>SMART KIT RPI</b> & Design <b>SMART</b> 	United States	2650499	11/12/2002
<b>THE ALTERNATE SOURCE</b>	United States	2380636	1/31/2006
<b>SMART KIT</b>	United States	2592160	7/9/2002
<b>RPI (Stylized)</b> 	United States	1471335	1/5/1988