

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM866906

<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>
Erdey Searcy Eye Group, Inc.		01/03/2024	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KeyBank National Association, as Collateral Agent		
<b>Street Address:</b>	127 Public Square		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2900172	I CAN SEE CLEARLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	057697-30360		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		
<b>DATE SIGNED:</b>	01/09/2024		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT, dated as of January 3, 2024 (this “Agreement”), among Erdey Searcy Eye Group, Inc. (the “Grantor”) and KeyBank National Association, as collateral agent on behalf of itself and the other Secured Parties (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement, dated as of January 3, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MVP VIP Borrower, LLC, a Delaware limited liability company (the “Borrower”), the other Grantors from time to time party thereto and KeyBank National Association, as Administrative Agent and as Collateral Agent and (b) the Collateral Agreement, dated as of January 3, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the “Grantors” (as defined therein) from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower 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 or the Credit Agreement, as applicable. 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 permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States Trademark applications and registrations, including those listed on Schedule I attached hereto (the “Trademark Collateral”), (ii) all Proceeds and products of the Trademark Collateral, (iii) the goodwill of the businesses with which the Trademark Collateral is associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademark Collateral or unfair competition regarding the same. This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any Excluded Assets (including any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that may issue therefrom under applicable federal law).

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate

and the Collateral Agent shall execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

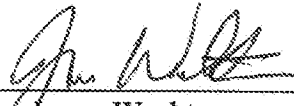
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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.

*[Remainder of Page Intentionally Left Blank]*

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

ERDEY SEARCY EYE GROUP, INC., as  
Grantor

By   
Name: James Wachtman  
Title: President

KEYBANK NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: Ryan Stilphen  
Title: Managing Director

Schedule I

Trademark Registrations:

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
I CAN SEE CLEARLY	2900172	02-NOV-2004	Erdey Searcy Eye Group, Inc.

Trademark Applications:

None.