

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Hilsinger Company		09/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	3780128	CRYSTAL CLEAN	
Registration Number:	1528325	CRYSTAL EYES	
Registration Number:	2959713	A-2	
Registration Number:	3176602	CONTOUR FIT LOGIC	
Registration Number:	5171687	CROAKIES	
Registration Number:	1468141	CROAKIES FLOATER	
Registration Number:	2425331	DUALIES	
Registration Number:	674580	EYECESSORIES	
Registration Number:	836452	EYECESSORIES	
Registration Number:	844982	EYECESSORIES	
Registration Number:	1492017	FEDUCCI	
Registration Number:	3420844	FOR THE EYE	
Registration Number:	3077742	FRAMEWORKS	
Registration Number:	2304875	GORILLA GRIPS	
Registration Number:	0665046	HILCO	
Registration Number:	0809668	HILCO	
Registration Number:	4864050	I SHIELD	
Registration Number:	5428878	L	
Registration Number:	3814391	LBI	

OP \$965.00 3780128

Property Type	Number	Word Mark
Registration Number:	2362115	LBI
Registration Number:	1480664	LBI
Registration Number:	5423901	LEADER
Registration Number:	5423902	LEADER
Registration Number:	2270731	LOGIC
Registration Number:	1453821	NATURAL EYES
Registration Number:	3764428	ONGUARD
Registration Number:	4583826	SADLER
Registration Number:	3316114	SADLER
Registration Number:	5660481	SEEGREEN
Registration Number:	1536028	SHIELD
Registration Number:	4497007	SHIELDME
Registration Number:	4027820	SHIELDME
Registration Number:	5120550	SIGHT DELIVERED
Registration Number:	2265408	SMART OPTICAL SOLUTIONS
Registration Number:	5159126	SUITERS
Registration Number:	3256399	TAP'N'LOK
Registration Number:	1803055	TAP'N'SNAP
Registration Number:	5214206	TERRA- CORDS

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	057121-0445
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	09/06/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 6, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), is made by each of the entities listed on the signature pages hereof as a "Grantor" (each a "Grantor" and, collectively, the "Grantors"), in favor of Antares Capital LP ("Antares Capital"), as the administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referenced below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 6, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among WCI OPTIC MERGER SUB, INC., a Delaware corporation ("Merger Sub" and, prior to the consummation of the Closing Date Acquisition, the "Initial Borrower"), BP HH HOLDINGS LLC, a Delaware limited liability company ("Company" and as the surviving entity after giving effect to the Closing Date Acquisition; Company, together with the Initial Borrower, the "Borrower"), WCI OPTIC BUYER, INC., a Delaware corporation ("Holdings"), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto, the Swingline Lender, the L/C Issuers from time to time party thereto (each of the foregoing as defined in the Credit Agreement) and Antares Capital, as the Administrative Agent for the Secured Parties, the Lenders (including the Swingline Lender) and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Guaranty and Security Agreement, dated as of September 6, 2019, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders (including the Swingline Lender), the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders (including the Swingline Lender) and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative 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. Each 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, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative 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 such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those Trademarks referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on, and the Trademark Collateral shall not include, any Excluded Property; provided, that if and when any property described in this Section 2 shall cease to be Excluded Property, a Lien on and security interest in such property shall be deemed granted therein.

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 Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

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. Delivery of an executed signature page of this agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

Section 6. Termination. Upon the termination of the Guaranty and Security Agreement in accordance with Section 8.2 thereof, the Administrative Agent shall, at the expense of the Grantors, promptly execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the Lien on and security interest in the Trademark Collateral under this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.

GRANTOR:

THE HILSINGER COMPANY

By: 

Name: James Ross Brownlee


Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006737 FRAME: 0953

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as the Administrative Agent

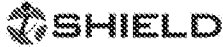




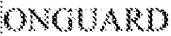
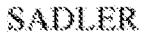

By: 
Name: Kyle Wilson
Title: Duly Authorized Signatory

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006737 FRAME: 0954

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	Application No.	Application Date	Registration No.	Registration Date	Expiration Date	Owner
U.S.	CRYSTAL CLEAN	77688751	3/11/2009	3780128	4/27/2010	4/27/2020	The Hilsinger Company
U.S.	CRYSTAL EYES	73751305	9/12/1988	1528325	3/7/1989	3/7/2019	The Hilsinger Company
US	A-2	78390469	3/25/2004	2959713	6/7/2005	6/7/2025	The Hilsinger Company
US	CONTOUR FIT LOGIC 	78746114	11/3/2005	3176602	11/28/2006	11/28/2026	The Hilsinger Company
US	CROAKIES	87224290	11/2/2016	5171687	3/28/2017	3/28/2027	The Hilsinger Company
US	CROAKIES FLOATER	73657623	4/27/1987	1468141	12/8/1987	12/8/2027	The Hilsinger Company
US	DUALIES	76005800	3/21/2000	2425331	1/30/2001	1/30/2021	The Hilsinger Company
US	EYECESSORIES	72041814	12/5/1957	674580	2/24/1959	2/24/2029	The Hilsinger Company
US	EYECESSORIES	72270201	4/28/1967	836452	10/3/1967	10/3/2027	The Hilsinger Company
US	EYECESSORIES	72270205	4/28/1967	844982	2/27/1968	2/27/2028	The Hilsinger Company
US	FEDUCCI	73675557	7/30/1987	1492017	6/14/1988	6/14/2028	The Hilsinger Company
US	FOR THE EYE	77087882	1/22/2007	3420844	4/29/2008	4/29/2028	The Hilsinger Company
US	FRAMEWORKS	78479589	9/7/2004	3077742	4/4/2006	4/4/2026	The Hilsinger Company
US	GORILLA GRIPS	75518124	7/13/1998	2304875	12/28/1999	12/28/2029	The Hilsinger Company
US	HILCO	72/030491	5/22/1957	665,046	7/29/1958	7/29/2028	The Hilsinger Company

Country	Mark	Application No.	Application Date	Registration No.	Registration Date	Expiration Date	Owner
US	HILCO	72228459	9/23/1965	0809668	6/7/1966	6/7/2026	The Hilsinger Company
US	I SHIELD & DESIGN 	86333324	7/10/2014	4864050	12/1/2015	12/1/2025	The Hilsinger Company
US	L (Stylized) 	86852800	12/17/2015	5428878	3/20/2018	3/20/2028	The Hilsinger Company
US	LBI	77880309	11/24/2009	3814391	7/6/2010	7/6/2020	The Hilsinger Company
US		75753596	7/19/1999	2362115	6/27/2000	6/27/2020	The Hilsinger Company
US		73675956	8/3/1987	1480664	3/15/1988	3/15/2028	The Hilsinger Company
US	LEADER	86852696	12/17/2015	5423901	3/13/2018	3/13/2028	The Hilsinger Company
US	LEADER (Stylized) 	86852768	12/17/2015	5423902	3/13/2018	3/18/2028	The Hilsinger Company
US	LOGIC	75520113	7/16/1998	2270731	8/17/1999	8/17/2029	The Hilsinger Company
US	NATURAL EYES	73639020	1/9/1987	1453821	8/25/1987	8/25/2027	The Hilsinger Company
US	ONGUARD 	77566644	9/10/2008	3764428	3/23/2010	3/23/2020	The Hilsinger Company
US	SADLER 	86148168	12/19/2013	4583826	8/12/2014	8/12/2024	The Hilsinger Company
US	SADLER (Stylized) 	77076727	1/5/2007	3316114	10/23/2007	10/23/2027	The Hilsinger Company
US	SEEGREEN	87946726	6/4/2018	5660481	1/22/2019	1/22/2029	The Hilsinger Company

Country	Mark	Application No.	Application Date	Registration No.	Registration Date	Expiration Date	Owner
US	SHIELD	73/732665	6/6/1988	1536028	4/25/1989	4/25/2029	The Hilsinger Company
US	SHIELDME	85829340	1/22/2013	4497007	3/18/2014	3/18/2024	The Hilsinger Company
US	SHIELDME	85089605	7/21/2010	4027820	9/20/2011	9/20/2021	The Hilsinger Company
US	SIGHT DELIVERED	86761248	9/18/2015	5120550	1/10/2017	1/10/2027	The Hilsinger Company
US	SMART OPTICAL SOLUTIONS	75266867	3/31/1997	2265408	7/27/1999	7/27/2029	The Hilsinger Company
US	SUITERS	86929111	3/4/2016	5159126	3/14/2017	3/14/2027	The Hilsinger Company
US	TAP'N'LOK TAP'N'LOK	78958546	8/23/2006	3256399	6/26/2007	6/26/2027	The Hilsinger Company
US	TAP'N'SNAP	74361925	2/25/1993	1803055	11/9/1993	11/9/2023	The Hilsinger Company
US	TERRA-CORDS (Stylized) TERRA-CORDS	8729620	11/28/2016	5214206	5/30/2017	5/30/2027	The Hilsinger Company