

12-15-1998



100922422

12-10-98

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- ☒ New
- ☐ Resubmission (Non-Recordation)  
Document ID #
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

**Conveying Party**

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
10 8 98

Name

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/14/1998 INUYEN 00000002 75468182

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
1025.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 1825 FRAME: 0674

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☒

No

☐

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Gretchen E. von Dwingelo

Name of Person Signing



Signature

12-9-98

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Conveying Party**

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

75/468185		
75/044426		
75/324077		
75/044428		

1,789,212	1,843,972	2,042,507
94/511072	2,106,043	2,071,317
453787	1,908,736	1,845,072
1,788,013	1,843,857	1,847,271
2,171,682	1,858,034	2,175,796
1,921,730	2,084,005	2,060,895
1,921,729	1,920,747	2,131,833

## TRADEMARK SECURITY AGREEMENT

WHEREAS, National Vision Associates, Ltd., a Georgia corporation ("Grantor"), owns the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, the Grantor and First Union National Bank, as administrative agent (the "Administrative Agent") are parties to a Credit Agreement dated as of October 8, 1998 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Grantor by the Issuing Bank (as defined therein), the Administrative Agent and certain other financial institutions that may from time to time become parties thereto as Banks (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of October 8, 1998 (as the same may be amended and in effect from time to time, the "Security Agreement") between Grantor and the Administrative Agent (in such capacity, "Grantee", Grantor has granted to Grantee for the benefit of Banks a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(a) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.


The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the

security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 0<sup>m</sup> day of October, 1998.

NATIONAL VISION ASSOCIATES, LTD.

By:   
Title: Senior Vice President

Acknowledged:

**FIRST UNION NATIONAL BANK,**  
as the Administrative Agent

By: W.A. Luther  
Title: Senior Vice President

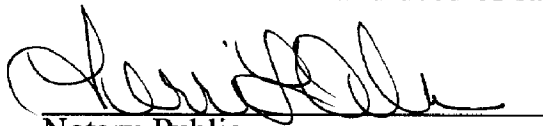
TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 1825 FRAME: 0679

# ACKNOWLEDGMENT

STATE OF Georgia )  
 )  
COUNTY OF \_\_\_\_\_ ) ss.

On the 8 day of October, 1998 before me personally appeared Mitchell Goodman, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Senior Vice President of National Vision Associates, Ltd., a Georgia corporation, who being by me duly sworn, did depose and say that he/she is Senior Vice President of National Vision Associates, Ltd., a Georgia corporation, the corporation described in and which executed the foregoing instrument; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

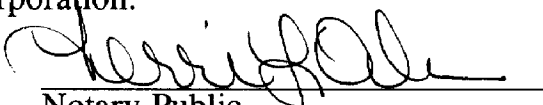
  
Notary Public

{Seal}  
My commission expires: Notary Public, DeKalb County, Georgia  
My Commission Expires April 7, 2001

# ACKNOWLEDGMENT

STATE OF Georgia )  
 )  
COUNTY OF \_\_\_\_\_ ) ss.

On the 8 day of October, 1998 before me personally appeared W.A. Ruther, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Senior Vice President of First Union National Bank who being by me duly sworn, did depose and say that he/she is Senior Vice President of First Union National Bank, the corporation described in and which executed the foregoing instrument; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

{Seal}  
My commission expires: \_\_\_\_\_

**Notary Public, DeKalb County, Georgia**  
**My Commission Expires April 7, 2001**

Schedule 1 to Trademark Security Agreement

TRADEMARKS

See attached list of Trademarks and Trademark Applications

TRADEMARK APPLICATIONS

See attached list of Trademarks and Trademark Applications



# Trademarks

Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
ACTIVELITE (word)	75/044425	01/16/1996	2,171,616	07/07/1998	07/06/2008	9	Lenses sold as a component of eyeglasses and sunglasses
All Rays (design)	74/335,369	11/30/1992	1,786,605	08/10/1993	08/09/2003	9	Optical goods: namely, sunglasses and eyeglass cases
ALL RAYS (word)	74/348,330	01/14/1993	1,791,426	09/07/1993	09/07/2003	9	Optical goods: namely, sunglasses and eyeglass cases
Always VALUE (design) (Mexico)	193554	03/11/1994	465359	06/30/1994	03/10/2004	9	Productos opticos incluyendo armazones para anteojos y lentes para anteojos.
Always VALUE (design) (with frames)	74/456,114	11/10/1993	1,861,698	11/08/1994	11/07/2004	9	Optical goods, namely eyeglass frames
Always VALUE (design: stylized) (w/ lenses)	74/465460	12/06/1993	1,861,710	11/08/1994	11/07/2004	9	Optical goods, namely eyeglass lenses
Always VALUE (France)	94/511073	03/15/1994	94511073	09/30/1994	03/14/2004	9	Appareils et instruments optiques, montures de lunettes et lentilles optiques. ...
Always CLEAR (design)	74/353,865	01/29/1993	1,831,133	04/19/1994	04/18/2004	9	Optical goods; namely, coated spectacle lenses
ALWAYS CLEAR (Mexico)	171627	06/29/1993	453788	06/28/1993	06/27/2003	9	Productos opticos incluyendo lentes para anteojos recubiertos [i.e., optical goods, namely eyeglass frames and ophthalmic lenses]

# Trademarks

Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
Always LITE (design)	74/335,552	11/30/1992	1,789,212	08/24/1993	08/23/2003	9	Optical goods; namely, eyeglass frames and ophthalmic lenses
ALWAYS LITE (France)	94/511072	03/15/1994	94/511072	10/04/1994	03/14/2004	9	Appareils et instruments optiques, montures de lunettes et lentilles optiques. ...
ALWAYS LITE (Mexico)	171587	06/28/1993	453787	03/08/1994	06/27/2003	9	Productos opticos como armazones para anteojos y lentes oftalmicos.
ALWAYS LITE (word)	74/344,164	12/29/92	1,788,013	8/17/93	08/23/2003	9	Optical goods; namely, eyeglass frames and ophthalmic lenses
CUSTOMLITES (word)	75/468182	04/15/1998				09	Optical goods; namely, ophthalmic lenses for eyeglasses and sunglasses
DURASHIELD (word)	75/102,459	05/10/1996	2,171,682	07/07/1998	07/06/2008	9	Ophthalmic lens coatings sold as a component of spectacle lenses and sunglasses lenses; coated spectacle lenses, and coated sunglass lenses.
DURAVIEW (word)	75/468178	04/15/1998				09	Optical goods; namely, ophthalmic lens coatings and ophthalmic lens materials sold as a component of spectacle lenses and sunglass lenses; coated spectacle lenses and coated sunglass lenses
ELI & design	75/331638	07/28/1997				035	SERVICES: Employment recruitment of optometrists and

# Trademarks

Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
ELI (word form)	75331508	07/28/1997				035	providing business management services for those optometrists. SERVICES:Employment recruiting of optometrists and providing business management services for those optometrists.
EYECARE LEASING (word)	75/331317 75/529326	07/31/1998 07/31/1998				35 35	Employment recruiting of optometrists and business management services for optometrists
EZ LITES (word)	75/316257	06/27/1997				9	Optical goods, namely, eyeglass frames and ophthalmic lenses.
Giorgio Vincente (design)	74/575,248	09/19/1994	1,921,730	09/26/1995	09/25/2005	9	Optical goods, namely eyeglass

# Trademarks

Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
GIORGIO VINCENTE (word)	74/575,247	09/19/1994	1,921,729	09/26/1995	09/25/2005	9	frames and sunglasses Optical goods, namely eyeglass frames and sunglasses
HEARTLAND COLLECTION (word)	75/319939	07/07/1997				9	Optical goods
NATIONAL VISION ASSOCIATES, LTD. (word) (SM)	74/350,048	01/21/1993	1,843,972	07/05/1994	07/04/2004	35	Operation of retail eyeglass outlets for others
NEVERGLARE (word)	75/043799	01/16/1996	2,106,043	10/14/1997	10/13/2007	009	Eyeglasses and sunglasses
NVAL (logo) (SM)	74/504,585	03/24/1994	1,908,736	08/01/1995	07/31/2005	35	Operation of vision centers in retail outlets for others
NVAL (word) (SM)	74/348,137	01/13/1993	1,843,857	07/05/1994	07/04/2004	35	Operation of vision centers in retail outlets for others

# Trademarks

Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
NVAL National Vision Associates, Ltd. (logo) (SM)	74/439,182	09/23/1993	1,858,034	10/11/1994	10/10/2004	42	Operation of vision centers in retail outlets for others
POLYSHIELD (word)	75//468181	04/15/1998				09	Optical goods; namely, ophthalmic lenses for eyeglasses and sunglasses
QS&G Quality & Satisfaction Guaranteed (logo)(SM)	75/156,661	08/27/1996	2,084,005	07/29/1997	07/28/2007	035	Operation of retail vision centers.
Robert LaTour (word: stylized)	74/416,786	07/26/1993	1,920,747	09/19/1995		9	Optical goods; namely, eyeglass and sunglass frames
SMART BUYS (word)	75/008,457	10/23/1995	2,042,507	03/04/1997	03/03/2007	009	Optical goods
SMARTVIEW (word)	75/468185	04/15/1998				09	Optical goods; namely, ophthalmic lenses for eyeglasses and sunglasses
SUREVALUE (word) (for glasses)	75/044426	01/16/1996				9	Eyeglasses and sunglasses
SUREVALUE (word) (for lenses)	75/324077	07/14/1997				009	lenses for eyeglasses and sunglasses
THE VISION CENTER A NATIONAL... (logo)(SM)	75/043798	01/16/1996	2,071,317	06/17/1997	06/16/2007	42	Operation of retail optical centers
Ultra Sport (design)	74/335,451	11/30/1992	1,845,072	07/12/1994	07/11/2004	9	Optical goods; namely, eyeglass frames and ophthalmic lenses

# Trademarks

Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
ULTRA SPORT (word)	74/335,452	11/30/1992	1,847,271	07/26/1994	07/25/2004	9	Optical goods, namely, eyeglass frames and ophthalmic lenses
ULTRAITHIN (word)	75/044427	01/16/1996	2,175,796	07/21/1998	07/20/2008	9	Lenses sold as a component of eyeglasses and sunglasses
WHEN YOU KNOW, ... (word)(SM)	75/070137	03/11/1996	2,060,895	05/13/1997	05/12/2007	042	Retail optical outlet services.
YOUR EYECARE PROFESSIONALS (logo)(SM)	75/116588	06/10/1996	2,131,833	01/27/1998	01/26/2008	035	Retail optical outlet services
ZEROLINE (word)	75/044428	01/16/1996				9	Eyeglasses and sunglasses

TRADEMARK  
REEL: 1825 FRAME: 0687

RECORDED: 12/10/1998