

12-15-1998

FORM
Expires (OMB 06)

100922424

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

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
- ☐ Merger ☐ Change of Name
- ☐ Other
- Effective Date
Month Day Year

Conveying Party☐ Mark if additional names of conveying parties attachedExecution Date
Month Day YearName Formerly

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

Receiving Party☐ Mark if additional names of receiving parties attachedName 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 DNGUYEN 00000001 1591819

FOR OFFICE USE ONLY

01 FC:481
02 FC:48240.00 OP
50.00 OP

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. 20231

REEL: 1825 FRAME: 0690

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,591,819"/>	<input type="text" value="1,904,165"/>	<input type="text"/>
<input type="text" value="1,592,520"/>	<input type="text" value="2,057,099"/>	<input type="text"/>
<input type="text" value="1,857,087"/>	<input type="text"/>	<input type="text"/>

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 ☒

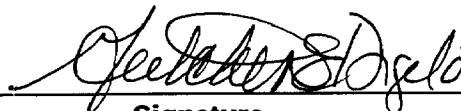
No ☐

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

TRADEMARK SECURITY AGREEMENT

WHEREAS, Frame-n-Lens Optical, Inc., a California corporation ("Grantor"), owns the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, National Vision Associates, Ltd., a Georgia corporation (the "Borrower") 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 Borrower 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, to guaranty the repayment of the Obligations (as defined in the Credit Agreement), Grantor has executed and delivered to the Administrative Agent that certain Subsidiary Guaranty of even date herewith (as it may be amended and in effect from time to time, the "Subsidiary Guaranty"); and

WHEREAS, pursuant to the terms of the Subsidiary 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) and all amounts owing by Grantor under the Subsidiary Guaranty;

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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 23 day of October, 1998

NEW WEST EYEWORKS, INC.

By: 
Title: Vice President

Acknowledged:

FIRST UNION NATIONAL BANK,
as the Administrative Agent

By: _____
Title: _____

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 1825 FRAME: 0694

ACKNOWLEDGMENT

STATE OF Georgia)
COUNTY OF Gwinnett) ss.

On the 23rd 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 Vice President of New West Eyeworks, Inc., a Delaware corporation, who being by me duly sworn, did depose and say that he/she is Vice President of New West Eyeworks, Inc., a Delaware 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.

Donna J. Hunter
Notary Public

{Seal}
My commission expires: April 7, 2001

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss.

On the ____ day of _____, 19__ before me personally appeared _____, 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 _____ of First Union National Bank who being by me duly sworn, did depose and say that he/she is _____ 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: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the ____ day of _____, 19__.

NEW WEST EYEWORKS, INC.

By: _____
Title: _____

Acknowledged:

FIRST UNION NATIONAL BANK,
as the Administrative Agent

By: W. A. Luthin
Title: SVP

SUBSIDIARY SECURITY AGREEMENT

TRADEMARK
REEL: 1825 FRAME: 0696

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____) ss.

On the ____ day of _____, 19__ before me personally appeared _____, 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 _____ of _____ who being by me duly sworn, did depose and say that he/she is _____ of _____, 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: _____

ACKNOWLEDGMENT

STATE OF North Carolina)
)
COUNTY OF Mecklenburg) ss.

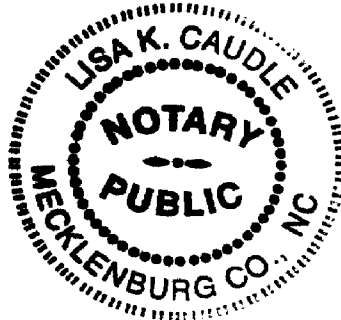
On the 26th day of October, 1998 before me personally appeared William A. Luther to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as SVP of First Union National Bank who being by me duly sworn, did depose and say that he/she is William A. Luther 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.

Lisa K. Caudle
Notary Public

{Seal}

My Commission Expires October 19, 1999

My commission expires: _____



TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
VISTA OPTICAL CENTERS	1,591,819	4/17/90
VISTA OPTICAL CENTERS	1,592,520	4/17/90
LEE OPTICAL	1,857,087	10/04/94
LEE OPTICAL	1,904,165	7/11/95
ALEXIS VISION	2,057,099	4/29/97

TRADEMARK APPLICATIONS

None.