12-15-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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

101222204

MLD 12/24/99

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

[X] 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 Effective Date Month Day Year: 11 12 99

[ ] Change of Name

[X] Other: Amendment to Security Interest Reel 001825, Frame 0674

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Vista Eyecare, Inc.

Execution Date Month Day Year: 11 12 99

Formerly: National Vision Associates, Ltd.

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Georgia

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Foothill Capital Corporation, for itself and as agent for certain lenders

DBA/AKA/TA

Composed of

Address (line 1): 1000 Abernathy Road, N.E., Suite 1450

Address (line 2): Northpark Town Center, Bldg. 400

Address (line 3): Atlanta (City) Georgia/USA (State/Country) 30328 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other

[ ] 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.)*

[X] Citizenship/State of Incorporation/Organization: California

12/15/1999 TTON11 00000130 2057099

01 FC:481 40.00 OP
02 FC:482 150.00 OP

FOR OFFICE USE ONLY

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

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 (404) 815-2215

Name: Gretchen E. von Dwingelo

Address (line 1): Paul, Hastings, Janofsky & Walker, LLP

Address (line 2): 600 Peachtree Street, N.E., Suite 2400

Address (line 3): Atlanta, Georgia 30308-2222

Address (line 4):

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 21

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)		
73-529,365			2,057,099	1,857,087	
			2,007,360	1,591,819	
			454005	1,592,520	

Number of Properties

Enter the total number of properties involved. # 7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 190.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

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

Deposit Account Number: # 16-0752

Authorization to charge additional fees: Yes [X] 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		4/24/00
Name of Person Signing	Signature	Date Signed

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment") is executed and delivered as of the 12th day of November, 1999, among Vista Eyecare, Inc., a Georgia corporation ("Grantor"), and Foothill Capital Corporation ("Foothill"), as successor in interest to First Union National Bank ("First Union"), as Administrative Agent.

WITNESSETH:

WHEREAS, Grantor, Bank of America, N.A. (f/k/a Bank of America, FSB) ("Bank of America") and First Union are parties to that certain Credit Agreement dated as of October 8, 1998, as modified and amended by that certain Waiver and Amendment dated as of December 4, 1998, as further modified and amended by that certain Waiver and Amendment dated as of December 21, 1998, as further modified and amended by that certain Waiver and Agreement dated as of February 2, 1999, as further modified and amended by that certain Amendment dated as of March 31, 1999, as further modified and amended by that certain Waiver and Consent dated as of September 21, 1999, as further modified and amended by that certain Forbearance Agreement dated as of October 26, 1999, and as further modified and amended by the Assignment Agreement (as defined below) (said Agreement, as it may hereafter be amended, restated or otherwise modified from time to time, being the "Prior Credit Agreement"); and

WHEREAS, to secure Grantor's obligations under the Prior Credit Agreement, Grantor and First Union have executed and delivered that certain Trademark Security Agreement dated as of October 8, 1998 (the "Trademark Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, Foothill, Grantor, Bank of America and First Union have entered into that certain Assignment and Acceptance dated as of the 12th day of November, 1999 (the "Assignment Agreement") pursuant to which Foothill (a) purchased all of the Loans (as defined in the Prior Credit Agreement) and assumed all of the Commitments (as defined in the Prior Credit Agreement) of Bank of America and First Union, (b) replaced Bank of America as Documentation Agent (as defined in the Prior Credit Agreement), and (c) replaced First Union as Issuing Bank (as defined in the Prior Credit Agreement) and the Administrative Agent (as defined in the Prior Credit Agreement); and

WHEREAS, in connection with the restructuring of the existing credit facilities Grantor and Foothill have amended and restated the Prior Credit Agreement in its entirety, as set forth in that certain Amended and Restated Credit Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Amended and Restated Credit Agreement"); and

WHEREAS, Grantor and Foothill intend that the security interest granted by Grantor pursuant to the Trademark Agreement secure all of the Obligations of the Grantor under the Amended and Restated Credit Agreement;

TRADEMARK
REEL: 001998 FRAME: 0722

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Foothill hereby agree that capitalized terms used herein and not otherwise defined herein, shall have the meanings ascribed thereto in the Trademark Agreement, and hereby further agree as follows:

1. The Trademark Agreement is hereby modified and amended to the extent necessary to provide that all references to the "Credit Agreement" in the Trademark Agreement, shall be to the Prior Credit Agreement as amended and restated in its entirety by the Amended and Restated Credit Agreement, as further modified, amended, restated or supplemented from time to time.

2. The Trademark Agreement is hereby further modified and amended to the extent necessary to provide that all capitalized terms used therein and not otherwise defined therein shall have the meanings ascribed thereto in the Amended and Restated Credit Agreement.

3. Schedule 1 of the Trademark Agreement is hereby deleted and a new Schedule 1 is attached hereto.

4. Grantor hereby agrees that the security interest granted by the Grantor under the Trademark Agreement is granted to Foothill and such security interest shall remain outstanding and in full force and effect in accordance with the Amended and Restated Credit Agreement and shall continue to secure the Obligations.

5. Except as specifically modified and amended hereby, the Trademark Agreement shall remain extant and in full force and effect.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands, by and through their duly authorized representatives, as of the day and year first written above.

GRANTOR: **VISTA EYECARE, INC., a Georgia corporation**

By: _____
Name: Mitchell Goodman
Title: Executive V.P. & President

LENDER: **FOOTHILL CAPITAL CORPORATION**

By: _____
Name: _____
Title: _____

STATE OF GEORGIA)
) ss
COUNTY OF DEKALB)

On Nov 12, 1999, before me, Donna Hunter, Notary Public, personally appeared Mitchell Goodman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Donna Hunter
Signature

[SEAL] Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2001

STATE OF GEORGIA)
) ss
COUNTY OF DEKALB)

On Nov 12, 1999, before me Donna Hunter Notary Public, personally appeared Patricia McLaughlin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Donna Hunter
Signature

[SEAL] Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2001

TRADEMARK
REEL: 001998 FRAME: 0725

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
ALEXIS VISION (word) (SM)	75-076,059	03/04/1996	2,057,099	04/29/1997	04/28/2007	42	Managed optical health care services, namely, providing group benefits for eye examinations and retail store services featuring eyeglasses and contact lenses.
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
Alway$ 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.
Alway$ 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
Alway$ VALUE (design) (Canada)	750,124	03/18/1994	Abandoned	02/19/1995		9	
Alway$ 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
Alway$ VALUE (France)	94/511073	03/15/1994	94511073	09/30/1994	03/14/2004	9	Appareils et insturments optiques, montures de lunettes et lentilles optiques. ...
ALWAYS CLEAR (Canada)	732,018	06/29/1993	[Abandoned			9	Optical goods, namely, coated spectacle lenses
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]
ALWAYS CLEAR (word)	74/469,050	12/13/1993	Returned			9	Optical goods, including coated spectacle lens
ALWAYS CLEAR (word: stylized)	74/353,620	01/29/1993	Abandoned	10/29/1993		9	Optical goods, including coated

TRADEMARK
REEL: 001998 FRAME: 0726

Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
							spectacle lens
ALWAYS LITE (Canada)	732,016	06/29/1993	[Abandoned			9	Optical goods, namely eyeglass frames and ophthalmic lenses
ALWAYS LITE (Czech Republic)	0-86465	02/08/1994	(Abandoned			9	Optical goods; namely, eyeglass frames and eyeglass lenses
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 (Slovakia)	POZ0624-94	03/15/1994	[Abandoned			9	Opticke vyrobky vratane okuliarov ramov a sosoviek.
ALWAYS LITE (word)	74/335,552	11/30/1992	1,789,213	08/17/1993	08/23/2003	9	Optical goods; namely, eyeglass frames and ophthalmic lenses
Always No-Line (design)	74/335454	11/30/1992	Abandoned	09/03/1993		9	Optical goods, including ophthalmic lenses
ALWAYS NO-LINE (word)	74/335453	11/30/1992	Abandoned	09/03/1993		9	Optical goods, including ophthalmic lenses
ALWAYS VALUE (Czech Republic)	0-87767	03/15/1994	[Abandoned			9	Opticke zbozi vcetne bryli, obroucek a kontaktnich cocek.
ALWAYS VALUE (Slovakia)	POZ0625-94	03/15/1994	[Abandoned			9	Opticke vyrobky vratane okuliarov, ramov a sosoviek.
AMERICAN VISION PLAN (word) (SM)	74/452851	11/01/1993	Abandoned			42	Group plans for optometric services.
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 componenet of spectacle lenses and sunglass lenses; coated spectacle lenses, and coated sunglass lenses.
DURAVIEW (word)	75/468178	04/15/1998				09	Optical goods; namely, ophthalmic

TRADEMARK
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Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
							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	2,218,396	01/19/1999	01/18/2009	035	SERVICES: Employment recruitment of optometrists and providing business management services for those optometrists.
ELI (word form)	75331508	07/28/1997	2,217,080	01/12/1999	01/11/2009	035	SERVICES:Employment recruiting of optometrists and providing business management services for those optometrists.
EYECARE LEASING	75/331317	07/28/1997	[Abandoned			035	SERVICES: Recruiting optometrists and providing management services for those optometrists.
EYECARE LEASING (word)	75,331317	07/31/1998				09	Employment recruiting of optometrists and business management services for optometrists
EZ LITES (word)	75/316757	06/27/1997				9	Optical goods, namely, eyeglass frames and ophthalmic lenses.
FLEX TECH (word)	75-209,284	12/03/1996	[Abandoned			9	Optical goods, namely, eyeglass frames and eyeglasses.
FRAME-N-LENS	74-497,204	03/03/1994	2,007,360	10/15/1996	10/14/2006	40,42	Applying tints, antireflective and scratch resistant coatings, ultraviolet protection, blue light blockers and progressive bifocals to eyeglasses and contact lenses; retail optical services...
GIORGIO VALENTE (Canada)	732,020	06/29/1993	Withdrawn,	08/08/1994		[9]	Optical goods, including eyeglass frames and sunglasses
GIORGIO VALENTE (design:	74/335715	11/30/1992	Abandoned	08/25/1993		9	Optical goods, including eyeglass

TRADEMARK
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Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
stylized)							frames and sunglasses
GIORGIO VALENTE (Mexico)	171628	06/28/1993	454005	03/10/1994	06/27/2003	9	Productos opticos incluyendo armazones para anteojos y anteojos obscuros para el sol.
GIORGIO VALENTE (word)	(None)	12/24/1992				9	Optical goods, including eyeglass frames and sunglasses
Giorgio Vincente (design)	74/575,248	09/19/1994	1,921,730	09/26/1995	09/25/2005	9	Optical goods, namely eyeglass frames and sunglasses
GIORGIO VINCENTE (word)	74/575,247	09/19/1994	1,921,729	09/26/1995	09/25/2005	9	Optical goods, namely eyeglass frames and sunglasses
HEARTLAND COLLECTION (word)	75/319939	07/07/1997				9	Optical goods
IVA (logo) (SM)	(no appl.)						
IVA (word) (SM)	(no appl.)						
LEE OPTICAL (word) (SM)	74-451,661	10/28/1993	1,857,087	10/04/1994	10/03/2004	42	Retail optical store services.
LENS DIRECT (word) (SM)	74/563950	08/22/1994	Abandoned			42	Retail store and mail order services in the field of contact lens
NATIONAL VISION	[no appl.]						
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
NVAL HEALTHCARE SYSTEMS (word) (SM)	74/648,156	03/17/1995	Abandoned			36&42	Insurance administration, and electronic processing of insurance claims and payment data in the field of vision care health plans offered to individual subscribers, employers, unions, associations, third party administrators, insurance companies,

TRADEMARK
REEL: 001998 FRAME: 0729

Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
							HMOs, PPOs, and other group subscribers, in Int. Cl. 36. Medical services provided through vision care health plans offered to individual subscribers, employers, unions, associations, third party administrators, insurance companies, HMOs, PPOs, and other group subscribers, in Int. Cl. 42.
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
NVAL VISIONCARE SYSTEMS	[re-submit						
NVAL VISIONCARE SYSTEMS (word) (SM)	74/688,920	06/15/1995	Abandoned	05/14/1996		36&42	Designing, developing, providing, administering and marketing visioncare plans to individual subscribers, employers, unions, associations, third party administrators, insurance companies, HMOs, PPOs, and other group subscribers
POLYSHIELD (word)	75/468181	04/15/1998				09	Optical goods; namely, ophthalmic lenses for eyeglasses and sunglasses
Q&SG Quality & Satisfaction Guaranteed (logo)(SM)	75/117,348	06/12/1996	Returned			35	Operation of retail vision centers
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
Robert LaTour Evewear (logo)	74/449065	10/21/1993	Abandoned	06/21/1995		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

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Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
							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	35	Operation of retail optical centers
THE VISION CENTER A NATIONAL... (word)(SM)	75/043797	01/16/1996	Abandoned			035	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 grames and ophthalmic lenses
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
ULTRATHIN (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
VISTA OPTICAL (word) (SM)	73-529,365	03/28/1985				42	Retail optical store services
VISTA OPTICAL CENTERS (word)	73-816,003	07/31/1989	1,591,819	04/17/1990	04/16/2000	9	Eyeglasses and contact lenses.
VISTA OPTICAL CENTERS (word) (SM)	73-816,002	07/31/1989	1,592,520	04/17/1990	04/16/2000	42	Optometry services
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: 001998 FRAME: 0731

Exhibit A

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 8th 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. Arthur
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF Georgia)
) ss.
COUNTY OF _____)

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)
) ss.
COUNTY OF _____)

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
Alway$ 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.
Alway$ 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
Alway$ 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
Alway$ VALUE (France)	94/511073	03/15/1994	94511073	09/30/1994	03/14/2004	9	Appareils et insturments 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]

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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 componenet of spectacle lenses and sunglass lenses; coated spectacle lenses, and coated sunglass lenses.
DURAVIEW (word)	75/468178	04/15/1998	[redacted]			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

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							providing business management services for those optometrists.
ELI (word form)	75331508	07/28/1997				035	SERVICES:Employment recruiting of optometrists and providing business management services for those optometrists.
EYECARE LEASING (word)	75/331317	07/31/1998				35	Employment recruiting of
	75/529326	07/31/1998				35	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

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Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
							frames and sunglasses
GIORGIO VINCENTE (word)	74/575,247	09/19/1994	1,921,729	09/26/1995	09/25/2005	9	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

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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

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JLTRA 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
JLTRATHIN (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

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