



10-15-2001



101873759

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): National Vision, Inc.

RE 10-9-01

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 5/30/01

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal Address: Suite 800

Street Address: 300 Galleria Parkway

City: Atlanta State: GA Zip: 30339

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See attached

B. Trademark Registration No.(s)

See attached

76045564

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Najja Carraway

Internal Address: Parker, Hudson, Rainer & Dobbs LLP

Street Address: 1500 Marquis Two Tower 285 Peachtree Center Avenue, N.E.

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 34

7. Total fee (37 CFR 3.41) \$ 865.00

- Enclosed previously Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Steven L. Schaaf Name of Person Signing

Signature

10/8/01 Date

Total number of pages including cover sheet, attachments, and document: 16

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

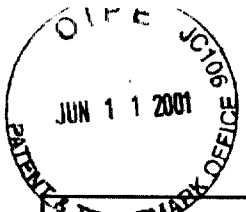
Continuation of Item Number 4

A. United States Trademark Application Numbers:

76045564  
75468182  
76235574  
76089439  
75936911  
76235287  
75468181  
75468185  
75044426  
75044428

B. United States Trademark Registration Numbers:

2,171,616  
2,057,099  
2,171,682  
2,435,589  
2,218,396  
2,217,080  
2,312,653  
2,379,850  
1,921,730  
1,921,729  
2,314,880  
1,843,972  
2,106,043  
1,908,736  
1,843,857  
1,858,034  
2,084,005  
1,920,747  
2,042,507  
2,288,428  
2,071,317  
2,175,796  
2,060,895  
2,131,833



J.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form 1-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings ⇌ ⇌ ⇌

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
National Vision, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Fleet Capital Corporation  
Internal Address: Suite 800  
Street Address: 300 Galleria Parkway, N.W.  
City: Atlanta State: GA Zip: 30339

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 5/30/01

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
See attached.

B. Trademark Registration No.(s)  
See attached.

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Najja J. Carraway  
 Internal Address: \_\_\_\_\_  
06/15/2001 TDIAZ1 00000023 75044425  
01 FC:48 40.00 OP  
02 FC:48 950.00 OP  
 Street Address: 1500 Marquis Two Tower  
285 Peachtree Center Ave., N.E.  
 City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: ..... 39

7. Total fee (37 CFR 3.41).....\$990.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 9905  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*

Steven L. Schaaf      Steven L. Schaaf      6/8/01  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 22

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

~~06/15/2001 TDIAZ1 00000023 75044425~~  
~~01 FC:48 40.00 OP~~

Continuation of Item Number 4

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	009	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, retail store eye examinations and retail store services featuring eyeglasses and contact lenses.
Always VALUE (design) (Mexico)	193554	03/11/1994	465,359	06/30/1994	03/10/2004	9	Productos opticos (incluye solo anteojos).
Always VALUE (France)	94/511073	03/15/1994	94,511,073	09/30/1994	03/14/2004	9	Appareils et instruments optiques, montures de lunettes et lunettes optiques.
ALWAYS CLEAR (Mexico)	171627	06/29/1993	433,788	06/28/1993	06/27/2003	9	Productos opticos (incluye solo lentes para anteojos recubiertos, i.e., optical goods, namely eyeglass frames and ophthalmic lenses)

TRADEMARK

REEL: 002387 FRAME: 0379

Continuation of Item Number 4  
 TRADEMARKS

Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
ALWAYS LITE (France)	94511072	03/15/1994	94511072	10/04/1994	03/14/2004	9	Appareils et instruments optiques, montures de lunettes et lunettes optiques.
ALWAYS LITE (Mexico)	171587	06/28/1993	453,787	03/08/1994	06/27/2003	9	Productos opticos con monturas para anteojos y lentes opticos.
THRUANE CHOICE, CHOOSE IS LA	76045564	05/11/2000				042	Retail optical store services
US FAMILIES (word)	75468182	04/15/1998				09	Optical goods, namely, ophthalmic lenses for eyeglasses and sunglasses
YULEK WEAR	76235574	04/06/2001				009	Multifocal optical lenses
DURASHIELD (word)	75102459	05/10/1996	2,171,682	07/07/1998	07/06/2008	9	Ophthalmic lens coating sold as a component of spectacle lenses and sunglass lenses; coated spectacle lenses, and coated sunglasses lenses.

TRADEMARK

Continuation of Item Number 4

Trademarks

App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
75/468178	04/15/1998	2,435,589	03/13/2001	03/12/2011	09	Optical goods, namely, ophthalmic lens coatings and ophthalmic lens materials sold as a component of spectacle lenses and sunglasses; coated spectacle lenses and coated sunglass lenses
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.
75/531508	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.
76/089439	07/17/2000				035	Promoting the use of applicant's retail optical services through administration of a club's club promoting good eyecare and promotional incentives related thereto in the nature of [ ]
75/36911	03/06/2000				042	Optician services featuring a discount program
75/529326	08/03/1998	2,312,653	01/25/2000	01/24/2010	009	Business management services for optometrists
75/316757	06/27/1997	2,379,850	08/22/2000	08/21/2010	9	[Supplemental Register] Optical goods, namely, eyeglass frames and ophthalmic lenses.

TRADEMARK

REEL: 002387 FRAME: 0381

Continuation of Item Number 4

Trademarks

Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
JIOKUIO VALENTIE (Mexico)	171628	06/28/1993	454,005	03/10/1994	06/27/2003	9	Productos opticos inclu, adu armazones para anteojos, anteojos oscuros para el sol.
<del>JIOKUIO VALENTIE (word)</del>	(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
JIOKUIO 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
HEARILAND COLLECTION (word)	75/319939	07/07/1997	2,314,880	02/01/2000	01/31/2010	9	Optical goods, namely eyeglass frames and ophthalmic lenses
HEARILAND COLLECTION (SM)	(no appl.)						
HEARILAND COLLECTION (SM)	(no appl.)						
NATIONAL VISION (word - SM)	76/235287	04/05/2001				035	Operation of vision centers in retail

TRADEMARK

REEL: 002387 FRAME: 0382

Continuation of Item Number 4

**TRADEMARKS**

App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
74/350,048	01/21/1993	1,843,972	07/05/1994	07/04/2004	35	outlets Operation of retail eyeglass outlets for others
75/043,799	01/16/1996	2,106,043	10/14/1997	10/13/2007	009	Eyeglasses and sunglasses
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
74/348,137	01/13/1993	1,843,857	07/05/1994	07/04/2004	35	
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
[re-submit] 74/688,920	06/17/1995	Abandoned	05/14/1996		36&42	Designing, developing, providing, administering and marketing vision care plans to individuals, subscribers, employers, unions, associations, third party administrators, insurance companies,

**TRADEMARK**

REEL: 002387 FRAME: 0383



Continuation of Item Number 4  
TRADEMARKS

Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
OLYSHIELD (word)	75/468181	04/15/1998				09	HMOs, PPOs, and other group subscribers
invariant (logo)(SM)	75/156,661	08/27/1996	2,084,005	07/29/1997	07/28/2007	35	Optical goods; namely, ophthalmic lenses for eyeglasses and sunglasses
SS&G Quality & Satisfaction	74/416,786	07/26/1993	1,920,747	09/19/1995		035	Operation of retail vision centers
invariant (logo)(SM)						9	Optical goods; namely, eyeglass and sunglasses frames
Robert Four (word: stylized)						009	Optical goods (on Supplemental Register)
IMMORTAL GUYS (word)	75/008,457	10/23/1995	2,042,507	03/04/1997	03/03/2007	09	Optical goods; namely, ophthalmic lenses for eyeglasses and sunglasses
IMMORTAL VIEW (word)	75/468185	04/15/1998				9	Eyeglasses and sunglasses sold through either freestanding retail vision stores or separate retail vision centers, and associated product displays in the immediate vicinity thereof, within a host environment
DUKE VALUE (word) (for glasses)	75/044426	01/16/1996				009	Lenses for eyeglasses and sunglasses sold through either freestanding retail vision stores or separate retail vision centers, and associated product displays in the immediate vicinity thereof, within a host environment
DUKE VALUE (word) (for lenses)	75/324077	07/14/1997	2,288,428	10/26/1999	10/25/2009	35	Operation of retail optical centers
DUKE VISION CENTER A	75/043798	01/16/1996	2,071,317	06/17/1997	06/16/2007		
NATIONAL ... (logo)(SM)							

TRADEMARK

Continuation of Item Number 4

TRADEMARKS

Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
JULIETTIAN (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	75/116588	06/10/1996	2,131,833	01/27/1998	01/26/2008	035	Retail optical outlet services
PROFESSIONALS (logo)(SM)							
ZEROLINE (word)	75/044428	01/16/1996				9	Eyeglasses and sunglasses.

TRADEMARK  
REEL: 002387 FRAME: 0385



## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made as of May 30, 2001, between **FLEET CAPITAL CORPORATION**, a Rhode Island corporation having an office at 300 Galleria Parkway, N.W., Suite 800, Atlanta, Georgia 30339 ("Lender"), and **NATIONAL VISION, INC.**, a Georgia corporation having its principal place of business at 296 Grayson Highway, Lawrenceville, Georgia 30045-5791 (the "Company").

### Recitals:

The Company desires to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated the date hereof by and between the Company and Lender (hereinafter referred to, together with all amendments thereto, as the "Loan Agreement");

Lender is willing to make loans and other financial accommodations to the Company from time to time, pursuant to the terms of the Loan Agreement, provided the Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of the Obligations, the Company hereby pledges, assigns and grants to Lender, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents and warrants to Lender that:

(a) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Trademark Collateral (other than foreign trademarks), enforceable against Company and all third Persons in accordance with its terms;

(b) The Company has the unqualified right to enter into this Agreement and perform its terms; and

(c) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons.

4. Until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated, the Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers of the Company in the regular and ordinary course of the Company's business and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Company's duties under this Agreement.

5. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Lender prompt notice thereof in writing.

6. The Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

7. Upon and at any time after the occurrence of and during the continuance of an Event of Default, Lender shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to the Company, each of which the Company hereby expressly waives, collect directly any payments due the Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Company hereby agrees that ten (10) days written notice to the

Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all actual and reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Lender therefor.

8. The Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

9. At such time as all of the Obligations shall have been satisfied finally and in full and the commitments of Lender under Loan Agreement shall have been terminated, Lender's security interest hereunder shall be automatically released and Lender shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases or other instruments necessary to terminate Lender's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Lender pursuant to the terms of this Agreement or any of the Loan Documents.

10. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, actual and reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company (it being the intent of the Company and Lender that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by the Company **on demand** by Lender and until so paid shall be

added to the principal amount of the Obligations and shall bear interest at the highest per annum rate in effect from time to time under the Loan Agreement.

11. Notwithstanding anything to the contrary contained in paragraph 13 hereof, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Company shall at the reasonable request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and the Company shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred in the exercise of Lender's rights under this paragraph 14.

12. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by Applicable Law, Lender may do so in the Company's name or in Lender's name, in Lender's sole discretion, but at the Company's expense, and the Company agrees to reimburse Lender in full for all expenses, including, without limitation, actual and reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

13. No course of dealing between the Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

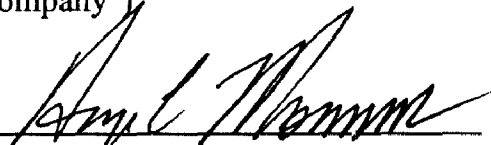
18. The Company hereby waives notice of Lender's acceptance hereof.

19. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

20. To the fullest extent permitted by Applicable Law, the Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

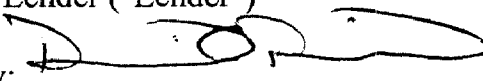
WITNESS the execution hereof under seal as of the day and year first above written.

**NATIONAL VISION, INC.**  
("Company")

By:   
**Angus C. Morrison, Senior Vice  
President**

Accepted in Atlanta, Georgia:

**FLEET CAPITAL CORPORATION,**  
as Lender ("Lender")

By:   
**David C. Rich, Vice President**

STATE OF GEORGIA §  
  §  
COUNTY OF FULTON §

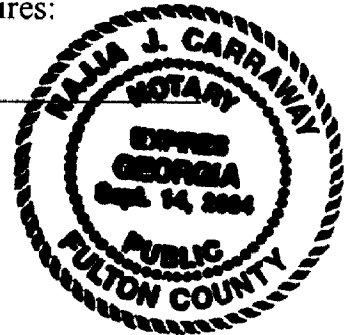
BEFORE ME, the undersigned authority, on this day personally appeared Angus C. Morrison, the Senior Vice President of NATIONAL VISION, INC., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE as of May 30, 2001.

*Najja J. Carraway*  
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
[NOTARIAL SEAL]



STATE OF GEORGIA §  
  §  
COUNTY OF FULTON §

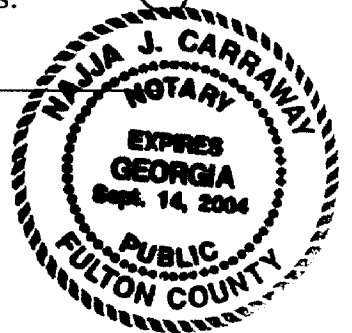
BEFORE ME, the undersigned authority, on this day personally appeared David C. Rich of FLEET CAPITAL CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE as of May 30, 2001.

*Najja J. Carraway*  
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
[NOTARIAL SEAL]





**EXHIBIT A**

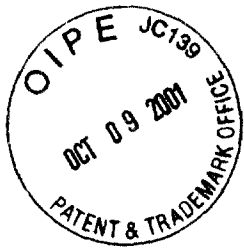
Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
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See Attached.

Trademark Applications

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Application Date</u>
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made as of May 30, 2001, between **FLEET CAPITAL CORPORATION**, a Rhode Island corporation having an office at 300 Galleria Parkway, N.W., Suite 800, Atlanta, Georgia 30339 ("Lender"), and **NATIONAL VISION, INC.**, a Georgia corporation having its principal place of business at 296 Grayson Highway, Lawrenceville, Georgia 30045-5791 (the "Company").

### Recitals:

The Company desires to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated the date hereof by and between the Company and Lender (hereinafter referred to, together with all amendments thereto, as the "Loan Agreement");

Lender is willing to make loans and other financial accommodations to the Company from time to time, pursuant to the terms of the Loan Agreement, provided the Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of the Obligations, the Company hereby pledges, assigns and grants to Lender, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents and warrants to Lender that:

(a) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Trademark Collateral (other than foreign trademarks), enforceable against Company and all third Persons in accordance with its terms;

(b) The Company has the unqualified right to enter into this Agreement and perform its terms; and

(c) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons.

4. Until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated, the Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers of the Company in the regular and ordinary course of the Company's business and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Company's duties under this Agreement.

5. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Lender prompt notice thereof in writing.

6. The Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

7. Upon and at any time after the occurrence of and during the continuance of an Event of Default, Lender shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to the Company, each of which the Company hereby expressly waives, collect directly any payments due the Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Company hereby agrees that ten (10) days written notice to the

Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation all actual and reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Lender therefor.

8. The Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

9. At such time as all of the Obligations shall have been satisfied finally and in full and the commitments of Lender under Loan Agreement shall have been terminated, Lender's security interest hereunder shall be automatically released and Lender shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases or other instruments necessary to terminate Lender's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Lender pursuant to the terms of this Agreement or any of the Loan Documents.

10. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, actual and reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company (it being the intent of the Company and Lender that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by the Company **on demand** by Lender and until so paid shall be

added to the principal amount of the Obligations and shall bear interest at the highest per annum rate in effect from time to time under the Loan Agreement.

11. Notwithstanding anything to the contrary contained in paragraph 13 hereof, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Company shall at the reasonable request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Lender for all costs and expenses incurred in the exercise of Lender's rights under this paragraph 14.

12. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by Applicable Law, Lender may do so in the Company's name or in Lender's name, in Lender's sole discretion, but at the Company's expense, and the Company agrees to reimburse Lender in full for all expenses, including, without limitation, actual and reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

13. No course of dealing between the Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

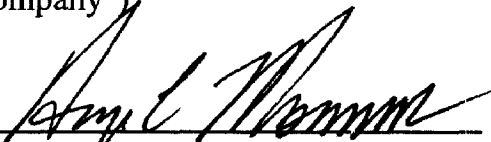
18. The Company hereby waives notice of Lender's acceptance hereof.

19. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

20. To the fullest extent permitted by Applicable Law, the Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

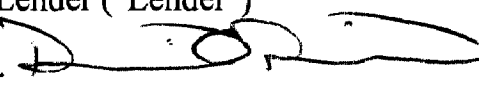
WITNESS the execution hereof under seal as of the day and year first above written.

**NATIONAL VISION, INC.**  
("Company")

By:   
**Angus C. Morrison, Senior Vice  
President**

Accepted in Atlanta, Georgia:

**FLEET CAPITAL CORPORATION,**  
as Lender ("Lender")

By:   
**David C. Rich, Vice President**

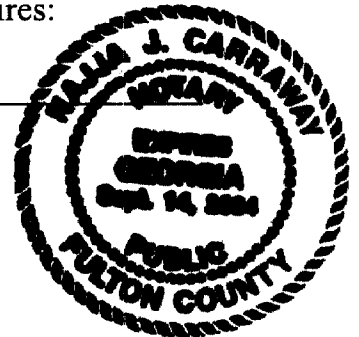
STATE OF GEORGIA       §  
                                  §  
COUNTY OF FULTON     §

BEFORE ME, the undersigned authority, on this day personally appeared Angus C. Morrison, the Senior Vice President of **NATIONAL VISION, INC.**, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE as of May 30, 2001.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

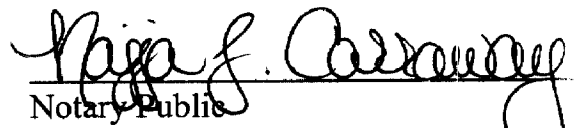
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[NOTARIAL SEAL]



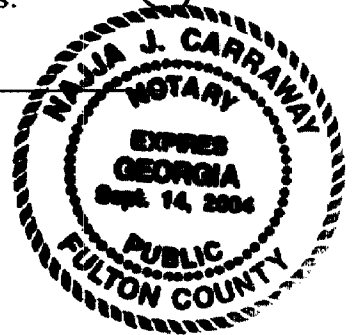
STATE OF GEORGIA       §  
                                  §  
COUNTY OF FULTON     §

BEFORE ME, the undersigned authority, on this day personally appeared David C. Rich of **FLEET CAPITAL CORPORATION**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation:

GIVEN UNDER MY HAND AND SEAL OF OFFICE as of May 30, 2001.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
[NOTARIAL SEAL]



**EXHIBIT A**

**Trademarks**

<b><u>Trademark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
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See Attached.

**Trademark Applications**

<b><u>Trademark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Serial No.</u></b>	<b><u>Application Date</u></b>
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Trademarks

Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
ACTIVE LIFE (word)	75/044425	01/16/1996	2,171,616	07/07/1998	07/06/2008	009	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.
Always VALUE (design) (Mexico)	193554	03/11/1994	465,359	06/30/1994	03/10/2004	9	Productos opticos incluyendo lentes para anteojos, lentes para anteojos.
Always VALUE (France)	94/511073	03/15/1994	94,511,073	09/30/1994	03/14/2004	9	Appareils et instruments optiques, montures de lunettes et lunettes optiques.
ALWAYS CLEAR (Mexico)	171627	06/29/1993	453,788	06/28/1993	06/27/2003	9	Productos opticos incluyendo lentes para anteojos recubiertos, i.e., optical goods, namely eyeglass frames and ophthalmic lenses.

App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
94/511072	03/15/1994	94/511072	10/04/1994	03/14/2004	9	Appareils et instruments optiques, montures de lunettes et lunettes optiques. ...
171587	06/28/1993	453,787	03/08/1994	06/27/2003	9	Productos opticos como monturas para anteojos y lentes opticos.
7604564	05/11/2000				042	Retail optical store services
75/468182	04/15/1998				09	Optical goods; namely, ophthalmic lenses for eyeglasses and sunglasses
76/235574	04/06/2001				009	Multifocal optical lenses.
75/102,459	05/10/1996	2,171,682	07/07/1998	07/06/2008	9	Ophthalmic lens coating sold as a component of spectacle lenses and sunglasses lenses; coated spectacle lenses, and coated sunglasses lenses.

Report Date 5/3/2001  
Report Name trademarks.rpt

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Privileged and Confidential

Company: The ADM Group  
User: Charles Mingle

TRADEMARK

Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
DUKA VIEW (word)	75/468178	04/15/1998	2,435,589	03/13/2001	03/12/2011	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
LL & 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.
LL (word form)	75/331508	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.
EYE ROCK CLUB	76/089439	07/17/2000				035	Promoting the use of Applicant's retail optical services through administration of a children's club promoting good eyecare and promotional incentives related thereto in the nature of [ ]
LYELAIRE ADVANTAGE	75/36911	03/06/2000				042	Optician services featuring a discount program
LYELAIRE LEASING (word)	75/529326	08/03/1998	2,312,653	01/25/2000	01/24/2010	009	Business management services for optometrists
Z LIFE (word)	75/316757	06/27/1997	2,379,850	08/22/2000	08/21/2010	9	(Supplemental Register) Optical goods, namely, eyeglass frames and ophthalmic lenses.

TRADEMARK

Trademarks

App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
171628	06/28/1993	454,005	03/10/1994	06/27/2003	9	Productos opticos (incluyendo monturas para anteojos oscuros para el sol.
(None)	12/24/1992				9	Optical goods, including eyeglass frames and sunglasses
74/575,248	09/19/1994	1,921,730	09/26/1995	09/25/2005	9	Optical goods, namely eyeglass frames and sunglasses
74/575,247	09/19/1994	1,921,729	09/26/1995	09/25/2005	9	Optical goods, namely eyeglass frames and sunglasses
75/319939	07/07/1997	2,314,880	02/01/2000	01/31/2010	9	Optical goods, namely eyeglass frames and ophthalmic lenses
(no appl.) (no appl.)						
NATIONAL VISION (word - SM)	04/05/2001	76/235287			035	Operation of vision centers in retail

TRADEMARK  
REEL: 002387 FRAME: 0403

Trademarks

App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
74/350,048	01/21/1993	1,843,972	07/05/1994	07/04/2004	35	Operation of retail eyeglass outlets for others
75/043,799	01/16/1996	2,106,043	10/14/1997	10/13/2007	009	Eyeglasses and sunglasses
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
74/348,137	01/13/1993	1,843,857	07/05/1994	07/04/2004	35	
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
[re-submit] 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,

TRADEMARK

App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
75/468181	04/15/1998				09	HMOs, PPOs, and other group subscribers
75/156,661	08/27/1996	2,084,005	07/29/1997	07/28/2007	35	Optical goods; namely, ophthalmic lenses for eyeglasses and sunglasses
74/416,786	07/26/1993	1,920,747	09/19/1995		035	Operation of retail vision centers
75/608,457	10/23/1995	2,042,507	03/04/1997	03/03/2007	9	Operation of retail vision centers
75/468185	04/15/1998				009	Optical goods (on Supplemental Register)
75/044426	01/16/1996				09	Optical goods; namely, ophthalmic lenses for eyeglasses and sunglasses
75/324077	07/14/1997	2,288,428	10/26/1999	10/25/2009	9	Eyeglasses and sunglasses sold through either freestanding retail vision stores or separate retail vision centers, and associated product displays in the immediate vicinity thereof, within a host environment
75/043798	01/16/1996	2,071,317	06/17/1997	06/16/2007	009	Lenses for eyeglasses and sunglasses sold through either freestanding retail vision stores or separate retail vision centers, and associated product displays in the immediate vicinity thereof, within a host environment
					35	Operation of retail optical centers

TRADEMARK

REEL: 002387 FRAME: 0405

TRADEMARKS

Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
ULTIKALIJIN (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	01/11/1996	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

Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
ACTIVE LIFE (word)	75/044425	01/16/1996	2,171,616	07/07/1998	07/06/2008	009	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, retail store eye examinations and retail store services featuring eyeglasses and contact lenses.
ALWAYS VALUE (design) (Mexico)	193554	03/11/1994	465,359	06/30/1994	03/10/2004	9	Productos opticos incluyendo monturas para anteojos, lentes para anteojos.
ALWAYS VALUE (France)	94/511073	03/15/1994	94,511,073	09/30/1994	03/14/2004	9	Appareils et instruments optiques, montures de lunettes et lunettes optiques.
ALWAYS CLEAR (Mexico)	171627	06/29/1993	453,788	06/28/1993	06/27/2003	9	Productos opticos incluyendo lentes para anteojos recubiertas, i.e., optical goods, namely eyeglass frames and ophthalmic lenses.



App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
94/511072	03/15/1994	94/511072	10/04/1994	03/14/2004	9	Appareils et instruments optiques, montures de lunettes et lunettes optiques. ...
171587	06/28/1993	453,787	03/08/1994	06/27/2003	9	Productos opticos como monturas para anteojos y lentes opticos.
76045564	05/11/2000				042	Retail optical store services
75/468182	04/15/1998				09	Optical goods, namely, multifocal lenses for eyeglasses and sunglasses
76/235574	04/06/2001				009	Multifocal optical lenses
75/102,459	05/10/1996	2,171,682	07/07/1998	07/06/2008	9	Ophthalmic lens coating, sold as a component of spectacle lenses and sunglass lenses; coated spectacle lenses, and coated sunglass lenses.

TRADEMARK

Trademark

Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
DUKA VIEW (word)	75/468178	04/15/1998	2,435,589	03/13/2001	03/12/2011	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
ELIX 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)	75/331508	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.
EYE ROCK CLUB	76/089439	07/17/2000				035	Promoting the use of applicant's retail optical services through administration of a club, and promoting good eyecare and promotional incentives related thereto in the nature of [ ]
EYE CARE ADVANTAGE	75/936911	03/06/2000				042	Optician services featuring a discount program
EYE CARE LEASING (word)	75/529326	08/03/1998	2,312,653	01/25/2000	01/24/2010	009	Business management services for optometrists
EYE LIFE (word)	75/316757	06/27/1997	2,379,850	08/22/2000	08/21/2010	9	[Supplemental Register] Optical goods, namely, eyeglass frames and ophthalmic lenses.

**TRADEMARK**

REEL: 002387 FRAME: 0409

Trademarks

Trademark	App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
GIORGIO VALENTE (Mexico)	171628	06/28/1993	454,005	03/10/1994	06/27/2003	9	Productos opticos inclu... armazones para anteojos... anteojos oscuros para el sol.
GIORGIO VALENTE (word)	(None)	12/24/1992				9	Optical goods, including... 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... 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... frames and sunglasses
HIGHLAND COLLECTION (word)	75/319939	07/07/1997	2,314,880	02/01/2000	01/31/2010	9	Optical goods, namely... frames and ophthalmic... lenses
HVA (logo) (SM)	(no appl.)						
HVA (word) (SM)	(no appl.)						
NATIONAL VISION (word - SM)	76/235287	04/05/2001				035	Operation of vision centers in retail

App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
74/350,048	01/21/1993	1,843,972	07/05/1994	07/04/2004	35	outlets Operation of retail eyeglass outlets for others
75/043,799	01/16/1996	2,106,043	10/14/1997	10/13/2007	009	Eyeglasses and sunglasses
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
74/348,137	01/13/1993	1,843,857	07/05/1994	07/04/2004	35	
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
[re-submit] 74/688,920	06/15/1995	Abandoned	05/14/1996		36&42	Designing, developing, providing, administering and marketing visioncare plans to individuals, subscribers, employers, associations, third party administrators, insurance companies,

TRADEMARK

App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
75/468181	04/15/1998				09	HMOs, PPOs, and other group subscribers
75/156,661	08/27/1996	2,084,005	07/29/1997	07/28/2007	35	Optical goods, namely, ophthalmic lenses for eyeglasses and sunglasses
74/416,786	07/26/1993	1,920,747	09/19/1995		035	Operation of retail vision centers
75/008,457	10/23/1995	2,042,507	03/04/1997	03/03/2007	9	Optical goods; namely, eyeglasses and sunglasses frames
75/468185	04/15/1998				009	Optical goods (on Supplemental Register)
75/044426	01/16/1996				09	Optical goods, namely, ophthalmic lenses for eyeglasses and sunglasses
75/324077	07/14/1997	2,288,428	10/26/1999	10/25/2009	9	Eyeglasses and sunglasses - sold through either freestanding retail vision stores or separate retail vision centers, and associated product displays in the immediate vicinity thereof, within a host environment
					009	Lenses for eyeglasses and sunglasses sold through either freestanding retail vision stores or separate retail vision centers, and associated product displays in the immediate vicinity thereof, within a host environment
75/043798	01/16/1996	2,071,317	06/17/1997	06/16/2007	35	Operation of retail optical centers

App #	App Date	Reg #	Reg Date	Renewal	IC	Goods
75/044427	01/16/1996	2,175,796	07/21/1998	07/20/2008	9	Lenses sold as a component of eyeglasses and sunglasses.
75/070137	03/11/1996	2,060,895	05/13/1997	05/12/2007	042	Retail optical outlet services
75/116588	06/10/1996	2,131,833	01/27/1998	01/26/2008	035	Retail optical outlet services
75/044428	01/16/1996				9	Eyeglasses and sunglasses.

TRADEMARK

REEL: 002387 FRAME: 0413

Company: The ADM Group  
User: Charles Mingie

Page: 7-  
Privileged and Confidential

Report Date: 5/3/2001  
Report Name: trademik.rpt

PARKER, HUDSON, RAINER & DOBBS LLP

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October 8, 2001

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OFFICES IN:  
ATLANTA, GEORGIA  
TALLAHASSEE, FLORIDA

VIA FEDEX

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, District of Columbia 20231

Re: Fleet Capital Corporation -- National Vision, Inc.

Dear Sir/Madam:

Enclosed for recording in the U.S. Patent and Trademark Office, please find a Trademark Security Agreement between Fleet Capital Corporation and National Vision, Inc., dated May 30, 2001, with attached Trademark Recordation Form Cover Sheet (the "Security Agreement").

We have also enclosed a copy of this Agreement that we sent to you several months ago. This Agreement was returned to us with the letter attached thereto. The new cover sheet that we are submitting clearly identifies the registration numbers of the U.S. trademarks covered by the Security Agreement.

We have also previously delivered to you a check in the amount of \$990 in payment of applicable recording fees for the Security Agreement. This check reflected our previous request to record the assignment of 39 trademarks. We have prepared a new cover sheet that lists only 34 of the original 39 trademarks. The five trademarks that we removed from the list are not registered in the United States. We believe that the recording fees for this new cover sheet should be \$865.00

We ask that you (1) apply the fees that we have previously paid to the recordation of the Security Agreement; and (2) refund the amount that we have overpaid, if possible.

Thank you for your assistance in this matter. Please contact us with any questions.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Steven L. Schaaf".

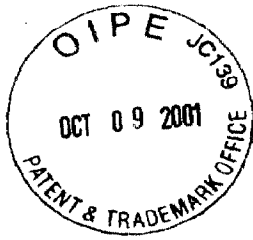
Steven L. Schaaf  
Paralegal

Enclosures

cc: Douglas A. Nail, Esq.  
Raj Kini, Esq.

{166830.1} 000052-00309

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**UNITED STATES DEPARTMENT OF COMMERCE**  
**Patent and Trademark Office**  
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Washington, D.C. 20231

AUGUST 23, 2001

PTAS



\*101750195A\*

NAJJA J. CARRAWAY  
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UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101750195

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. IDENTIFY THE PROPERTY NUMBER FOR UNITED STATES

SHAREILL COLES, EXAMINER  
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RECORDED: 10/09/2001

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