

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eyes Right Optical Center, d/b/a Eyes Rite Optical Center		03/17/2005	PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	NATIONAL VISION, INC.		
Street Address:	296 Grayson Highway		
Internal Address:	Attn: Legal/C.Mingle		
City:	Lawrenceville		
State/Country:	GEORGIA		
Postal Code:	30045-5750		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2821249	EYES RITE	
CORRESPONDENCE DATA			
Fax Number:	(770)822-2029		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	770 822-3600 x2025		
Email:	charles.mingle@nationalvision.com		
Correspondent Name:	National Vision, Inc.		
Address Line 1:	296 Grayson Highway		
Address Line 2:	Attn: Charles Mingle, Senior Paralegal		
Address Line 4:	Lawrenceville, GEORGIA 30045-5750		
NAME OF SUBMITTER:	Mitchell Goodman, Sr.VP & GeneralCounsel		
Signature:	/Mitchell Goodman, by Charles R. Mingle/		
Date:	05/25/2005		

OP \$40.00 2821249

Total Attachments: 4

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TRADEMARK ASSIGNMENT

FOR VALUE RECEIVED, Eyes Right Optical Center, a Nebraska partnership doing business as "Eyes Rite Optical Center", does hereby sell, assign, transfer, and convey unto National Vision, Inc., a Georgia corporation, pursuant to that certain Asset Purchase Agreement dated as of March 17, 2005 (the "Asset Purchase Agreement"), by and among the Seller, the Buyer, and certain other Parties, all right, title, and interest in and to the Mark, together with any good will of the business symbolized by or associated with the Mark, and the Mark's federal registration No. 2,821,249, as well as its state registrations, if any, free from all Security Interests, and subject to all representations and warranties contained in the Asset Purchase Agreement.

Undefined capitalized terms used in this Trademark Assignment shall have the meanings given to them in the Asset Purchase Agreement.

IN WITNESS WHEREOF, the Seller has caused this Trademark Assignment to be executed by its duly authorized representatives and its seal to be affixed as of the Closing Time.

EYES RIGHT OPTICAL CENTER
DOING BUSINESS AS
EYES RITE OPTICAL CENTER

By: SACHS MANAGEMENT, INC.

By:  _____

Its: President _____

By: BESCO, INC.

By: _____

Its: _____

TRADEMARK ASSIGNMENT

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DOING BUSINESS AS
EYES RITE OPTICAL CENTER

By: SACHS MANAGEMENT, INC.

By: _____

Its: _____

By: BESCO, INC.

By: Luigi J. Berch

Its: Resident

TRADEMARK ASSIGNMENT

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DOING BUSINESS AS
EYES RITE OPTICAL CENTER

By: SACHS MANAGEMENT, INC.

By: _____

Its: _____

By: BESCO, INC.


By: _____

Its: _____

Acceptance

The foregoing Trademark Assignment is hereby accepted by the Buyer as of the Closing Time.

NATIONAL VISION, INC.


By: _____ Mitchell Goodman
Senior Vice President
Title: _____ General Counsel & Secretary
National Vision, Inc