

09-06-2005

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/06)



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

9-6-05

102996847

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

National Vision, Inc.

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

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 9-1-05

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Freeport Financial, LLC

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 500 W. Madison Street

City: Chicago

State: IL

Country: USA Zip: 60661

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship \_\_\_\_\_

Other LLC Citizenship \_\_\_\_\_

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
76/530, 822 78,401,878

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

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Christina McClure

Internal Address: \_\_\_\_\_

Street Address: c/o Latham & Watkins LLP  
233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: (312) 876-6557

Fax Number: (312) 993-9767

Email Address: christina.mcclure@lw.com

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \$640.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

Christina McClure

September 2, 2005

Signature

Date

09/07/2005 DEBYRNE 00000049 76530822

01 FC:8521  
02 FC:8522  
03 FC:8523

40.00 DP  
600.00 NP  
120.00 TP  
Christina McClure  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003154 FRAME: 0834

**4B. Trademark Registration No.(s)**

2,435,589  
2,218,396  
2,217,080  
2,653,271  
2,312,653  
2,821,249  
2,379,850  
1,921,730  
1,921,729  
2,314,880  
1,857,087  
2,719,004  
2,719,005  
2,721,008  
2,106,043  
1,920,747  
2,042,507  
2,547,475  
2,486,436  
2,796,421  
2,406,161  
2,406,160  
2,615,598

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 1, 2005, by National Vision, Inc., a Georgia corporation (the "Grantor"), in favor of FREEPORT FINANCIAL, LLC, a Delaware limited liability company, as agent ("Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement described below.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Grantor, each of the other Loan Parties from time to time party thereto, Agent and Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and guaranteed by the other Loan Parties;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Agent and the Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Agent and the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of Agent and the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

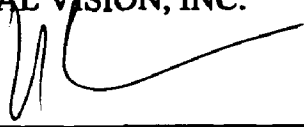
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark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

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of Agent and the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NATIONAL VISION, INC.

  
By: \_\_\_\_\_  
Name: Mitchell Goodman  
Its: Senior Vice President

FREEPORT FINANCIAL, LLC, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

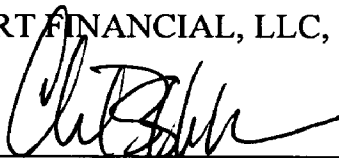
Signature page to Trademark Security Agreement (Borrower)

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NATIONAL VISION, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

FREEPORT FINANCIAL, LLC, as Agent

By:  \_\_\_\_\_  
Name: Chad Blakeman  
Title: Duly Authorized Signatory

Schedule I NVI Trademark Security Agreement

LEE OPTICAL (word)	74/451,661	10/28/1993	1,857,087	10/4/1994	42	Retail optical store services
NATIONAL VISION (word)	76/182,238	6/15/2002	2,719,004	5/27/2003	44	Optician services
NATIONAL VISION INC. (logo)	76/418,240	6/15/2002	2,719,005	5/27/2003	44	Optician services Operation of vision centers in retail outlets
NATIONAL VISION OPTICAL (logo)	76/418,239	6/15/2002	2,721,008	6/3/2003	35	outlets
NEVERGLARE (word)	75/043,799	1/16/1996	2,106,043	10/14/1997	9	Eyeglasses and sunglasses Optical goods, namely eyeglass and sunglass frames
Robert LaTour (stylized)	74/416,786	7/26/1993	1,920,747	9/19/1995	9	sunglasses, and eyeglass frames and lenses
SMART BUYS (word)	75/008,457	10/23/1995	2,042,507	3/4/1997	9	Eyeglasses and sunglasses
SUREVALUE (word)	75/044,426	1/16/1996	2,547,475	3/12/2002	9	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
SUREVALUE (word)	75/324,077	7/14/1997	2,486,436	9/11/2001	9	environment
VISTA EYECARE NETWORK, LLC	75/442,858	3/2/1998	2,796,421	12/23/2003	42	Optometry services
VISTA OPTICAL (logo)	75/867,352	12/10/1999	2,406,161	11/21/2000	35	Retail optical store services
VISTA OPTICAL (word)	75/867,351	12/10/1999	2,406,160	11/21/2000	35	Retail optical store services
ZEROLINE (word)	75/044,428	1/16/1996	2,615,598	1/16/1996	9	Prescription spectacle lenses for eyeglasses, namely, no-line bifocals

\*NVI currently has no foreign registered trademarks.

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8/29/2005  
CRM

