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Form **PTO-1594** (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008) 06-14-2006

OMMERCE nark Office



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tor of the U. S. Patent and Trademark Office: Please recoro	accorded accoments of the new address(es) below.	

RECORDATION FORM CO

To the Director of the U. S. Patent and Trademark Office: Plea	se recoroo accorrou documents di me new address(es) below.	
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)	
Freeport Financial, LLC, as Agent	Additional names, addresses, or citizenship attached?	
	Name: National Vision, Inc.	
Individual(s) Association	Internal	
	Address:	
	Street Address: 296 Grayson Highway	
Corporation- State:	City: Lawrenceville	
✓ Other <u>LLC - Delaware</u>	State: Georgia	
Citizenship (see guidelines)	Country: USA Zip: 30045-5750	
Additional names of conveying parties attached? Tyes 📝 No	Association Citizenship	
3. Nature of conveyance)/Execution Date(s) :	General Partnership Citizenship	
•	Limited Partnership Citizenship	
Execution Date(s) June 8, 2006	✓ Corporation Citizenship Georgia	
Assignment Merger	Other Citizenship	
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic	
✓ Other_Release of Trademarks	representative designation is attached: Yes No (Designations must be a separate document from assignment)	
4. Application number(s) or registration number(s) an	d identification or description of the Trademark.	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)	
See continuation to Item 4 attached hereto	See continuation to Item 4 attached hereto	
	Additional sheet(s) attached? ✓ Yes No	
 C. Identification or Description of Trademark(s) (and Filing See attached Schedule 	Date if Application or Registration Number is unknown):	
See attached Schedule		
5. Name & address of party to whom correspondence	C Tabel number of applications and	
concerning document should be mailed:	6. Total number of applications and registrations involved: 640.00	
Name: Gayle D. Grocke		
Internal Address: Latham & Watkins LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 640.00	
	Authorized to be charged by credit card	
Street Address: 233 S. Wacker Drive, Suite 5800	Authorized to be charged to deposit account	
Officet Address. 200 0. White Diffe, Only over	☑ Enclosed	
City: Chicago	8. Payment Information:	
State: Illinois Zip: 60606	a. Credit Card Last 4 Numbers	
Phone Number: 312-993-2622	Expiration Date	
Fax Number: 312-993-9767	b. Deposit Account Number	
Email Address:	Authorized User Name	
	06/15/2006, LMUELLER 00000005 765	
Signature. Signature	06/15/2006/15/2006 BR 00000005 765	8955
Gayle D. Grocke	Total number of pages including cover	49.00 (600.00 (
Name of Person Signing	sheet, attachments, and document:	120.00

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: 003327 FRAME: 0269

Continuation of Item 4 to Trademark Recordation Form Cover Sheet

4. Application numbers or registration numbers and identification or description of the Trademarks:

A. Trademark Application No.(s):

76/530,822 78/401,878

B. 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
REEL: 003327 FRAME: 0270

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of June 8, 2006 by Freeport Financial, LLC, as Agent ("Agent").

WHEREAS, Agent and National Vision, Inc., a Georgia corporation ("Grantor"), entered into that certain Trademark Security Agreement, dated as of September 1, 2005 (the "Trademark Security Agreement"):

WHEREAS, the Trademark Security Agreement granted Agent a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Grantor to Agent (the "Obligations");

WHEREAS, Agent recorded the Trademark Security Agreement on September 6, 2005 at Reel 003154, Frame 0834 in the United States Patent and Trademark Office; and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that Agent release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

Agent hereby fully releases and terminates its security interests in and liens on the Trademark Collateral (as defined in the Trademark Security Agreement), including:

- all of Grantor's now existing or hereafter acquired right, title and interest (a) in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;
- the goodwill of Grantor's business connected with or symbolized by (b) Trademarks; and
- any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

Agent further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Signature page follows]

TRADEMARK

IN WITNESS WHEREOF, Agent has caused this Release of Trademarks to be duly executed as of the day and year first above written.

FREEPORT FINANCIAL, LLC, AS AGENT

By:_

Name: Chao

itle: Author

[S-1]

Schedule I to Release of Trademarks

<u>Trademark</u>	Registration/Serial No.	<u>Owner</u>
CUSTOMLITES	76/530,822	National Vision, Inc.
CUSTOMLITES	78/401,878	National Vision, Inc.
DURAVIEW (Word)	2,435,589	National Vision, Inc.
ELI & Design	2,218,396	National Vision, Inc.
ELI (Word)	2,217,080	National Vision, Inc.
EYE ROCK CLUB (Word)	2,653,271	National Vision, Inc.
EYECARE LEASING (Word)	2,312,653	National Vision, Inc.
EYES RITE (Word)	2,821,249	National Vision, Inc.
EZ LITE (Word)	2,379,850	National Vision, Inc.
GIORGIO VINCENTE (Stylized)	1,921,730	National Vision, Inc.
GIORGIO VINCENTE (Word)	1,921,729	National Vision, Inc.
HEARTLAND COLLECTION (Word)	2,314,880	National Vision, Inc.
LEE OPTICAL (Word)	1,857,087	National Vision, Inc.
NATIONAL VISION (Word)	2,719,004	National Vision, Inc.
NATIONAL VISION INC. (Logo)	2,719,005	National Vision, Inc.
NATIONAL VISION OPTICAL (Logo)	2,721,008	National Vision, Inc.
NEVERGLARE (Word)	2,106,043	National Vision, Inc.
ROBERT LATOUR (Stylized)	1,920,747	National Vision, Inc.
SMART BUYS (Word)	2,042,507	National Vision, Inc.

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TRADEMARK
REEL: 003327 FRAME: 0273

<u>Trademark</u>	Registration/Serial No.	<u>Owner</u>
SUREVALUE (Word)	2,547,475	National Vision, Inc.
SUREVALUE (Word)	2,486,436	National Vision, Inc.
VISTA EYECARE NETWORK, LLC	2,796,421	National Vision, Inc.
VISTA OPTICAL (Logo)	2,406,161	National Vision, Inc.
VISTA OPTICAL (Word)	2,406,160	National Vision, Inc.
ZEROLINE (Word)	2,615,598	National Vision, Inc.

RECORDED: 06/14/2006