

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
America's Best Contracts & Eyeglasses, Inc.		06/08/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Governer and Company of the Bank of Ireland		
Street Address:	Bank of Ireland Corporate Banking		
Internal Address:	Head Office, B-1, Lower Baggot Street		
City:	Dublin 2		
State/Country:	IRELAND		
Entity Type:	Banking Company: IRELAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2657065	OUTPOST	
Registration Number:	2632918	SPADA	
CORRESPONDENCE DATA			
Fax Number:	(202)585-8080		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-585-8264		
Email:	sfreedman@nixonpeabody.com		
Correspondent Name:	Susan M. Freedman, Esq.		
Address Line 1:	Nixon Peabody LLP		
Address Line 2:	401 9th Street, N.W., Suite 900		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	042877-7		
DOMESTIC REPRESENTATIVE			

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Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Susan M. Freedman
Signature:	/susan m. freedman/
Date:	08/25/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 8th day of June, 2006 by America's Best Contacts & Eyeglasses, Inc., a Delaware corporation ("Grantor"), in favor of The Governor and Company of the Bank of Ireland, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor, Grantee, National Vision, Inc. ("Company"), certain other Guarantors named therein and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Company by Lenders;

WHEREAS, pursuant to the terms of a certain Guaranty of even date herewith among Grantor and certain other obligors (as the same may be amended or otherwise modified from time to time, the "Guaranty"), Grantor has agreed to guarantee payment of the Obligations (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, Grantee and certain other obligors (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of itself and Lenders, a security interest in substantially all of 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 Credit Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts guaranteed by Grantor under the Guaranty;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

Trademark Security Agreement

(i) each 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

(ii) all products and proceeds of the forgoing, 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.

**SCHEDULES TO
TRADEMARK SECURITY AGREEMENT**


America's Best Contacts & Eyeglasses, Inc.

Mark	Application No.	Application Date	Registration No.	Registration Date
OUTPOST	76/195,387	1/18/2001	2,657,065	12/3/2002
SPADA	76/175,865	12/5/2000	2,632,918	10/8/2002

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AMERICA'S BEST CONTACTS & EYEGLASSES,
INC.

By: 
Name: Mitchell Goodman
Title: Sr. Vice President, General
Counsel & Secretary

Agreed and Accepted
As of the Date First Written Above

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AMERICA'S BEST CONTACTS & EYEGLASSES,
INC.

By: _____
Name:
Title:

Agreed and Accepted
As of the Date First Written Above

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND,
as Administrative Agent

By: Mark McLaughlin
Name:
Title:

By: James P. Catterton
Name:
Title: