

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
National Vision, Inc.		06/08/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	The Governor 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: 27

Property Type	Number	Word Mark
Registration Number:	2785636	440LENS.COM
Serial Number:	78881973	ACTIVELITE
Serial Number:	78401878	CUSTOMLITES
Serial Number:	78881984	DURASHIELD
Registration Number:	2435589	DURAVIEW
Registration Number:	2217080	ELI
Registration Number:	2653271	EYE ROCK CLUB
Registration Number:	2312653	EYECARE LEASING
Registration Number:	2821249	EYES RITE
Registration Number:	2379850	EZ LITE
Registration Number:	1921730	GIORGIO VINCENTE
Registration Number:	1921729	GIORGIO VINCENTE
Registration Number:	2314880	HEARTLAND COLLECTION
Registration Number:	2719004	NATIONAL VISION

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Registration Number:	2719005	NATIONAL VISION INC
Registration Number:	2721008	NATIONAL VISION OPTICAL
Serial Number:	78881989	NEVERGLARE
Serial Number:	78693880	OLIVIA MICHAELS
Registration Number:	1920747	ROBERT LATOUR
Registration Number:	2042507	SMART BUYS
Registration Number:	2547475	SUREVALUE
Registration Number:	2486436	SUREVALUE
Registration Number:	2796421	VISTA EYECARE NETWORK
Registration Number:	2406161	VISTA OPTICAL
Registration Number:	2406160	VISTA OPTICAL
Registration Number:	2615598	ZEROLINE
Registration Number:	2218396	ELI

CORRESPONDENCE DATA

Fax Number: (202)585-8080
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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
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DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:	Susan M. Freedman
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Signature:	/susan m. freedman/
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Date:	08/25/2006
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Total Attachments: 6

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TRADEMARK
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 8th day of June, 2006 by National Vision, 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, certain 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 Grantor by Lenders;

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 owing by Grantor under the Credit Agreement;

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:

- (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.

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

NATIONAL VISION, 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.

NATIONAL VISION, 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: Mal Mc Gill
Name:
Title:

By: Ross P. Cattin
Name:
Title:

**SCHEDULES TO
TRADEMARK SECURITY AGREEMENT**

National Vision, Inc.

Mark	Application No.	Application Date	Registration No.	Registration Date
440LENS.COM	76/416,812	6/4/2002	2,785,636	11/25/2003
ACTIVELITE (word)	78/881,973	5/11/2006	IP	
CUSTOMLITES	78,401,878	4/14/2004	IP	
DURASHIELD (word)	78/881,984	5/11/2006	IP	
DURAVIEW (word)	75/468,178	4/15/1998	2,435,589	3/13/2001
ELI & design	75/331,638	7/28/1997	2,218,396	1/19/1999
ELI (word)	75/331,508	7/28/1997	2,217,080	1/12/1999
EYE ROCK CLUB (word)	76/089,439	7/17/2000	2,653,271	11/26/2002
EYECARE LEASING (word)	75/529,326	8/3/1998	2,312,653	1/25/2000
EYES RITE (word)	78/211,460	2/6/2003	2,821,249	3/9/2004
EZ LITE (word)	75/316,257	6/27/1997	2,379,850	8/22/2000
GIORGIO VINCENTE (stylized)	74/575,248	9/19/1994	1,921,730	9/26/1995
GIORGIO VINCENTE (word)	74/575,247	9/19/1994	1,921,729	9/26/1995
HEARTLAND COLLECTION (word)	75/319,939	7/7/1997	2,314,880	2/1/2000
NATIONAL VISION (word)	76/418,238	6/15/2002	2,719,004	5/27/2003
NATIONAL VISION INC. (logo)	76/418,240	6/15/2002	2,719,005	5/27/2003
NATIONAL VISION OPTICAL (logo)	76/418,239	6/15/2002	2,721,008	6/3/2003
NEVERGLARE (word)	78/881,989	5/11/2006	IP	
OLIVIA MICHAELS (word)	78/693,880	8/16/2005	IP	
Robert LaTour (stylized)	74/416,786	7/26/1993	1,920,747	9/19/1995
SMART BUYS (word)	75/008,457	10/23/1995	2,042,507	3/4/1997

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Mark	Application No.	Application Date	Registration No.	Registration Date
SUREVALUE (word) (for glasses)	75/044,426	1/16/1996	2,547,475	3/12/2002
SUREVALUE (word) (for lenses)	75/324,077	7/14/1997	2,486,436	9/11/2001
VISTA EYECARE NETWORK	75/442,858	3/2/1998	2,796,421	12/23/2003
VISTA OPTICAL	75/867,352	12/10/1999	2,406,161	11/21/2000
VISTA OPTICAL	75/867,351	12/10/1999	2,406,160	11/21/2000
ZEROLINE (word)	75/044,428	1/16/1996	2,615,598	9/3/2002