

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CORRECTIVE SECURITY INTEREST - Reel/Frame: 003377/0769		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
America's Best Contacts & Eyeglasses, Inc.		06/08/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Governer and Company of the Bank of Ireland		
<b>Street Address:</b>	Bank of Ireland Corporate Banking		
<b>Internal Address:</b>	Head Office, B-1, Lower Baggot Street		
<b>City:</b>	Dublin 2		
<b>State/Country:</b>	IRELAND		
<b>Entity Type:</b>	Banking Company: IRELAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2657065	OUTPOST	
Registration Number:	2632918	SPADA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)585-8080		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-585-8264		
<b>Email:</b>	sfreedman@nixonpeabody.com		
<b>Correspondent Name:</b>	Susan M. Freedman, Esq.		
<b>Address Line 1:</b>	Nixon Peabody LLP		
<b>Address Line 2:</b>	401 9th Street, N.W., Suite 900		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	042877-7		
<b>DOMESTIC REPRESENTATIVE</b>			

**CH \$65.00 2657065**

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

NAME OF SUBMITTER:	Susan M. Freedman
Signature:	/susan m. freedman/
Date:	08/29/2006

**Total Attachments: 12**

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# Facsimile Transmission

*This company uses RightFAX® fax  
server software from RightFAX, Inc.*

**From:** Name: USPTO ASSIGNMENT DIVISION  
Fax Number:  
Voice Phone: 571-272-3350

**To:** Name: SUSAN M. FREEDMAN, ESQ.  
Company: NIXON PEABODY LLP  
Fax Number: 12025858080  
Voice Phone:

## Fax Notes:

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Pg#	Description
1	Cover Page
2	710.TXT
4	Document 1, Batch 730136

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Date and time of transmission: Monday, August 28, 2006 11:24:28 AM  
Number of pages including this cover sheet: 05

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**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 28, 2006

PTAS

**\*900056539A\***SUSAN M. FREEDMAN, ESQ.  
NIXON PEABODY LLP  
401 9TH STREET, N.W., SUITE 900  
WASHINGTON, DC 20004**\*900056539A\***UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 08/25/2006

REEL/FRAME: 003377/0769  
NUMBER OF PAGES: 7BRIEF: SECURITY INTEREST  
DOCKET NUMBER: 042877-7

## ASSIGNOR:

AMERICA'S BEST CONTRACTS &  
EYEGASSES, INC.DOC DATE: 06/08/2006  
CITIZENSHIP: DELAWARE  
ENTITY: CORPORATION

## ASSIGNEE:

THE GOVERNOR AND COMPANY OF THE  
BANK OF IRELAND  
BANK OF IRELAND CORPORATE BANKING  
HEAD OFFICE, B-1, LOWER BAGGOT  
STREET  
DUBLIN 2, IRELANDCITIZENSHIP: IRELAND  
ENTITY: BANKING COMPANY

003377/0769 PAGE 2

APPLICATION NUMBER: 76195387  
REGISTRATION NUMBER: 2657065

FILING DATE: 01/18/2001  
ISSUE DATE: 12/03/2002

MARK: OUTPOST

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76175865  
REGISTRATION NUMBER: 2632918

FILING DATE: 12/05/2000  
ISSUE DATE: 10/08/2002

MARK: SPADA

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

STEVEN POST, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

## TRADEMARK ASSIGNMENT

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 Stylesheet Version v1.1

08/25/2006  
 900056539

SUBMISSION TYPE:	NEW ASSIGNMENT		
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ATTORNEY DOCKET NUMBER:	042877-7		
DOMESTIC REPRESENTATIVE			

CH \$65.00 2657065

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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Your assignment has been received by the USPTO.  
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<b>Fax Number:</b> (202)585-8080 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> <b>Phone:</b> 202-585-8264 <b>Email:</b> sfreedman@nixonpeabody.com <b>Correspondent Name:</b> Susan M. Freedman, Esq. <b>Address Line 1:</b> Nixon Peabody LLP <b>Address Line 2:</b> 401 9th Street, N.W., Suite 900 <b>Address Line 4:</b> Washington, DISTRICT OF COLUMBIA 20004	
<b>ATTORNEY DOCKET NUMBER:</b>	042877-7
<b>DOMESTIC REPRESENTATIVE</b>  <b>Name:</b> <b>Address Line 1:</b> <b>Address Line 2:</b> <b>Address Line 3:</b> <b>Address Line 4:</b>	
<b>NAME OF SUBMITTER:</b>	Susan M. Freedman
<b>Signature:</b>	/susan m. freedman/
<b>Date:</b>	08/25/2006
<b>Total Attachments: 5</b> source=TM Security - America's Best Contracts & Eyeglasses, Inc to Bank of Ireland#page1.tif source=TM Security - America's Best Contracts & Eyeglasses, Inc to Bank of Ireland#page2.tif source=TM Security - America's Best Contracts & Eyeglasses, Inc to Bank of Ireland#page3.tif source=TM Security - America's Best Contracts & Eyeglasses, Inc to Bank of Ireland#page4.tif source=TM Security - America's Best Contracts & Eyeglasses, Inc to Bank of Ireland#page5.tif	
<b>RECEIPT INFORMATION</b>  <b>ETAS ID:</b> TM63428 <b>Receipt Date:</b> 08/25/2006 <b>Fee Amount:</b> \$65	

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 8<sup>th</sup> 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.**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
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

DA1:44627102\9KCF021.DOC\64981.0001

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: Mal Mc Gill  
Name:  
Title:

By: Joseph P. Cattan  
Name:  
Title: