

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Davis Vision, Inc.		08/01/2006	CORPORATION: NEW YORK
DavisVision IPA, Inc.		08/01/2006	CORPORATION: NEW YORK
Davis Vision of Nevada Inc.		08/01/2006	CORPORATION: NEVADA
DVSC, Inc.		08/01/2006	CORPORATION: PENNSYLVANIA
Empire Vision Center, Inc.		08/01/2006	CORPORATION: NEW YORK
VIVA Optique, Inc.		08/01/2006	CORPORATION: NEW JERSEY
VIVA Europa, Inc.		08/01/2006	CORPORATION: NEW JERSEY
VIVA International, Inc.		08/01/2006	CORPORATION: NEW JERSEY
VIVA IP Corp.		08/01/2006	CORPORATION: NEW JERSEY
Miracle Optics		08/01/2006	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Citicorp USA, Inc. as collateral agent
<b>Street Address:</b>	2 Penns Way
<b>Internal Address:</b>	Suite 110
<b>City:</b>	New Castle
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19720
<b>Entity Type:</b>	Banking Corporation:

**PROPERTY NUMBERS Total: 49**

Property Type	Number	Word Mark
Registration Number:	2738023	COMPLETE ADVANTAGE
Registration Number:	2410099	DAVISVISION
Registration Number:	2679169	DOCTOR NETWORK NEWS
Registration Number:	2609502	THE EXCEL ADVANTAGE
Registration Number:	2612181	THE EYECARE ADVANTAGE

CH \$1240.00 2738023

Registration Number:	2744884	SUPERPAGE
Registration Number:	1482793	CAMBRIDGE EYE ASSOCIATES
Registration Number:	1496303	EMPIRE VISION
Registration Number:	1867340	EMPIRE VISION CENTERS
Registration Number:	2984646	EMPIRE VISION CENTERS FOCUSED ON YOU
Registration Number:	2497904	LENS123
Registration Number:	2514691	PINNACLE
Registration Number:	2554032	STRATASPHERE
Registration Number:	2498421	MAGIC CLIP
Registration Number:	2074262	BLUE MOON
Registration Number:	1482259	CAROUSEL
Registration Number:	3030010	MAGNETIX
Registration Number:	2173639	ROBERT MITCHEL EYEWEAR
Registration Number:	1734451	SAVVY
Registration Number:	1522493	SAVVY EYES
Registration Number:	2061919	SOUTH HAMPTON
Registration Number:	1741022	VIVA
Registration Number:	1189827	VIVA
Serial Number:	78830328	DAVISVISION THE EYECARE ADVANTAGE
Serial Number:	78496094	VALUE ADVANTAGE PROGRAM
Serial Number:	78586500	CAMBRIDGE EYE DOCTORS
Serial Number:	78821328	CLEARSHIELD
Serial Number:	78701022	SIGHTCARE
Serial Number:	78340691	LENZONE
Serial Number:	78263834	
Serial Number:	78839999	CAYLA & CO
Serial Number:	78896394	CLIP 1 ON
Serial Number:	78837758	DO YOU HAVE A SCREW LOOSE AGAIN?
Serial Number:	78842601	GAME POINT
Serial Number:	78887653	HAVANA COLLECTION
Serial Number:	78896408	M MEMORY EYEWEAR
Serial Number:	78415449	MAGIC TWIST
Serial Number:	78977296	MAGIC TWIST
Serial Number:	78837832	OLIVER & MAC
Serial Number:	78828517	PLANET I

Serial Number:	78363231	PURE MAGIC
Serial Number:	78831305	ROBERT CHRISTIE
Serial Number:	78828502	SILVER DOG
Serial Number:	78887314	TUCKER EST. 1952
Serial Number:	78837871	TWIST
Serial Number:	78820858	V-LOCK
Serial Number:	78896370	VERONICA TAYLOR
Serial Number:	78896387	VISION LOCK
Serial Number:	78745761	VIVA

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-756-9292

Email: christine.wilson@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	09/07/2006

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of August 1, 2006, by DAVIS VISION, INC., DAVISVISION IPA, INC., DAVIS VISION OF NEVADA INC., DVSC, INC., EMPIRE VISION CENTER, INC., VIVA OPTIQUE, INC., VIVA EUROPA, INC., VIVA INTERNATIONAL, INC., VIVA IP CORP. and MIRACLE OPTICS (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of CITICORP USA, INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

DAVIS VISION, INC.  
DAVISVISION IPA, INC.  
DAVIS VISION OF NEVADA INC.  
DVSC, INC.  
EMPIRE VISION CENTER, INC.,  
as Pledgors

By: Lawrence Galt CEO  
Name: Lawrence Galt  
Title: CEO

VIVA OPTIQUE, INC.  
VIVA EUROPA, INC.  
VIVA INTERNATIONAL, INC.  
VIVA IP CORP.  
MIRACLE OPTICS,  
as Pledgors

By: \_\_\_\_\_  
Name:  
Title:

[Trademark Security Agreement]

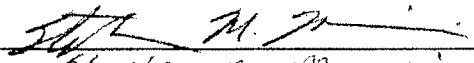
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DAVIS VISION, INC.  
DAVISVISION IPA, INC.  
DAVIS VISION OF NEVADA INC.  
DVSC, INC.  
EMPIRE VISION CENTER, INC.,  
as Pledgors

By: \_\_\_\_\_  
Name:  
Title:

VIVA OPTIQUE, INC.  
VIVA EUROPA, INC.  
VIVA INTERNATIONAL, INC.  
VIVA IP CORP.  
MIRACLE OPTICS,  
as Pledgors

By:   
Name: *Stephen M. Massini*  
Title: *Treasurer*

[Trademark Security Agreement]

Accepted and Agreed:

CITICORP USA, INC  
as Collateral Agent

By: 

Name: Timothy Bitworth  
Title: Vice President

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003385 FRAME: 0041**



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Davis Vision, Inc.	2738023	Complete Advantage
Davis Vision, Inc.	2410099	Davis Vision
Davis Vision, Inc.	2679169	Doctor Network News
Davis Vision, Inc.	2609502	The Excel Advantage
Davis Vision, Inc.	2612181	The Eyecare Advantage
Davis Vision, Inc.	2744884	SuperPage
EMPIRE VISION CENTER, INC.	1482793	Cambridge Eye Associates
EMPIRE VISION CENTER, INC.	1496303	Empire Vision
EMPIRE VISION CENTER, INC.	1867340	Empire Vision Centers
EMPIRE VISION CENTER, INC.	2984646	Empire Vision Centers Focused On You and Design
EMPIRE VISION CENTER, INC.	2497904	Lens 123
EMPIRE VISION CENTER, INC.	2514691	Pinnacle
EMPIRE VISION CENTER, INC.	2554032	Stratasphere
Viva IP Corp.	2498421	Magic Clip
Viva Optique, Inc.	2074262	Blue Moon
Viva Optique, Inc.	1482259	Carousel
Viva Optique, Inc.	3030010	Magnetix
Viva Optique, Inc.	2173639	Robert Mitchel Eyewear and Logo
Viva Optique, Inc.	1734451	Savvy
Viva Optique, Inc.	1522493	Savvy Eyes
Viva Optique, Inc.	2061919	South Hampton
Viva Optique, Inc.	1741022	Viva
Viva Optique, Inc.	1189827	Viva (Stylized) II

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Davis Vision, Inc.	78/830,328	Davis Vision The Eyecare Advantage (logo)
Davis Vision, Inc.	78/496,094	Value Advantage Program
EMPIRE VISION CENTER, INC.	78/586,500	Cambridge Eye Doctors
EMPIRE VISION CENTER, INC.	78/821,328	Clearshield
EMPIRE VISION CENTER, INC.	78/701,022	Sight Care
EMPIRE VISION CENTER, INC.	78/340,691	Lenzone
Viva Optique, Inc.	78/263,834	Arcing Lines Design
Viva Optique, Inc.	78/839,999	Cayla & Co.
Viva Optique, Inc.	78/896,394	Clip I On
Viva Optique, Inc.	78/837,758	Do You Have A Screw Loose Again?
Viva Optique, Inc.	78/842,601	Game Point
Viva Optique, Inc.	78/887,653	Havana Collection
Viva Optique, Inc.	78/896,408	M Memory Eyeware
Viva IP Corp.	78/415,449	Magic Twist
Viva IP Corp.	78/977,296	Magic Twist
Viva Optique, Inc.	78/837,832	Oliver & Mac
Viva Optique, Inc.	78/828,517	Planet I
Viva Optique, Inc.	78/363,231	Pure Magic
Viva Optique, Inc.	78/831,305	Robert Christie
Viva Optique, Inc.	78/828,502	Silver Dog
Viva Optique, Inc.	78/887,314	Tucker Est. 1952
Viva Optique, Inc.	78/837,871	Twist
Viva Optique, Inc.	78/820,858	V-Lock
Viva Optique, Inc.	78/896,370	Veronica Taylor
Viva Optique, Inc.	78/896,387	Vision Lock
Viva Optique, Inc.	78/745, 761	Viva