

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
Eyeglass World, LLC		02/28/2007	LIMITED LIABILITY COMPANY: DELAWARE
The Lasik Vision Institute, LLC		02/28/2007	LIMITED LIABILITY COMPANY: FLORIDA
Vision Care Holdings, LLC		02/28/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Crystal Capital Fund Management, L.P., as Administrative Agent
Street Address:	Two International Place
Internal Address:	17th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	76663722	BETTER VISION. BETTER VALUE.
Registration Number:	3190487	EYEGLOSS WORLD
Registration Number:	3099755	EYEGLOSS WORLD
Registration Number:	2967162	EYE2K
Registration Number:	2970617	ALEC
Registration Number:	2981156	MACARIUS
Registration Number:	3179001	THE LASIK VISION INSTITUTE

CORRESPONDENCE DATA

Fax Number: (617)526-9899

900070806

**TRADEMARK
 REEL: 003492 FRAME: 0902**

CH \$190.00 76663722

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

Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: One International Place
Address Line 2: Proskauer Rose LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	20867/001
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	03/05/2007

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of February, 2007 by EYEGLOSS WORLD, LLC, a Delaware limited liability company ("Eyeglass World"), and THE LASIK VISION INSTITUTE, LLC, a Florida limited liability company ("Lasik" and together with Eyeglass World and the other signatories party to that certain Security Agreement (as defined below) from time to time, collectively, jointly and severally, the "Grantors" and each individually the "Grantor"), in favor of CRYSTAL CAPITAL FUND MANAGEMENT, L.P., in its capacity as administrative agent for the Lenders (together with its successors, the "Administrative Agent") pursuant to the agreement titled Security Agreement and dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the benefit of the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders, to enter into the Term Loan Agreement, the Grantors hereby agree with the Administrative 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 Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Lenders 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 Grantor (collectively, the "Trademark Collateral"):

- (a) each Trademark and application for Trademark of such Grantor listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all products and proceeds of any and all of the foregoing.

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 Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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.

SECTION 4. Termination. Upon the full payment and performance of the Obligations, upon written request of the Grantors, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors 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. Execution in Counterparts. This Agreement may be executed in any number or counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

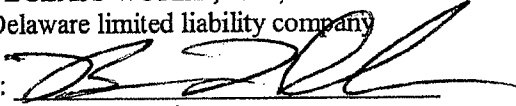
THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS.

[signature page follows]

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

GRANTORS:

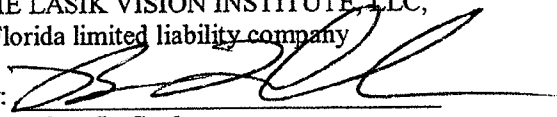
EYEGLOSS WORLD, LLC,
a Delaware limited liability company

By: 

Name: Ben L. Cook

Title: President, Secretary and Treasurer

THE LASIK VISION INSTITUTE, LLC,
a Florida limited liability company

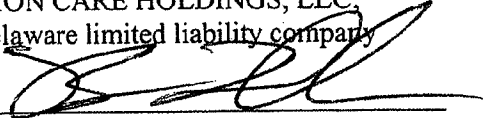
By: 

Name: Ben L. Cook

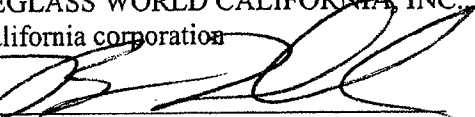
Title: President, Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

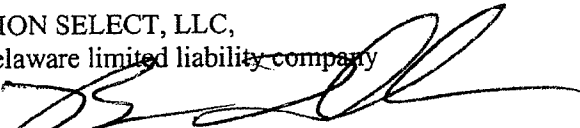
VISION CARE HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Ben L. Cook
Title: President, Secretary and Treasurer

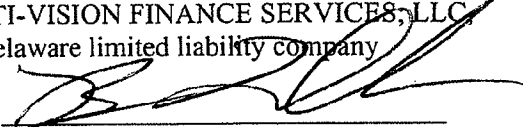
EYEGLOSS WORLD CALIFORNIA, INC.
a California corporation

By: 
Name: Ben L. Cook
Title: President, Secretary and Treasurer

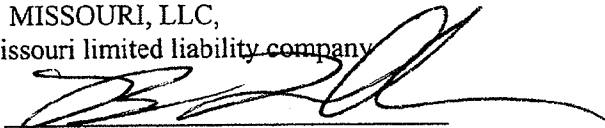
VISION SELECT, LLC,
a Delaware limited liability company

By: 
Name: Ben L. Cook
Title: President, Secretary and Treasurer

OPTI-VISION FINANCE SERVICES, LLC,
a Delaware limited liability company

By: 
Name: Ben L. Cook
Title: President, Secretary and Treasurer


LVI MISSOURI, LLC,
a Missouri limited liability company

By: 
Name: Ben L. Cook
Title: President, Secretary and Treasurer

ACKNOWLEDGED AND ACCEPTED:

**CRYSTAL CAPITAL FUND MANAGEMENT, L.P.,
As Administrative Agent**

By: Crystal Capital Fund Management GP, LLC, its
general partner

By: 
Name: **Michael L. Pizette**
Title: **Managing Director**

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademarks Registered to Eyeglass World, LLC:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
EYEGLOSS WORLD (service mark)	3190487	01/02/07
EYEGLOSS WORLD (trademark)	3099755	06/06/06
EYE2K	2967162	7/12/05
ALEC	2970617	7/19/15
MACARIUS	2981156	8/02/05

Pending Trademark Applications of Vision Care Holdings, LLC:

<u>Mark</u>	<u>Application</u>	<u>Filing Date</u>
BETTER VISION. BETTER VALUE.	76663722	6/27/06

Trademark Registered to The Lasik Vision Institute, LLC:

<u>Mark</u>	<u>Application</u>	<u>Reg. Date</u>
The Lasik Vision Institute (with design)	3179001	12/15/2006

Trade Names

Eyeglass World
The Laser Vision Institute

Common Law Trademarks

none

Trademarks Not Currently In Use

none

Trademark Licenses

none