

**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
1-800 Contacts, Inc.		09/06/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Second Lien Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2675866	1800CONTACTS
Registration Number:	2731114	1800 CONTACTS
Registration Number:	2558233	WE DELIVER. YOU SAVE.
Registration Number:	2886220	THE WORLD'S LARGEST CONTACT LENS STORE.
Registration Number:	2693498	EXACT SAME CONTACT LENSES, DELIVERED TO YOUR DOOR, FOR LESS THAN YOU'RE PAYING NOW.
Registration Number:	2925885	EVISION
Registration Number:	2968228	AQUASOFT
Registration Number:	2865713	AQUASOFT
Registration Number:	2972908	AQUASOFT
Registration Number:	2927522	WE MAKE IT SIMPLE

CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	

OP \$265.00 2675866

Phone: (212) 455-7609  
Email: ksolomon@stblaw.com  
Correspondent Name: Kirstie Howard, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1354
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	09/19/2007

**Total Attachments: 6**

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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 6, 2007, by the entity listed on the signature pages hereof (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Second Lien Collateral Agent (in such capacity, the "Second Lien Collateral Agent").

A. Reference is made to the Second Lien Credit Agreement dated as of September 6, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and Second Lien Collateral Agent and the other Agents named therein.

B. Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Credit Agreement and the Collateral Agreement referred to therein and

C. The Grantor is a party to a Guarantee and Collateral Agreement of even date herewith in favor of the Second Lien Collateral Agent (the "Collateral Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

D. The undersigned is executing this Agreement in accordance with the requirements of the Credit Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit.

Accordingly, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. As security for the payment or performance, as applicable, in full of the Obligations, the Grantor hereby grants to the Second Lien Collateral Agent, its successors and assigns, for the ratable benefit of the Second Lien Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks, including, without limitation, those U.S. Trademark registrations and applications referred to on Schedule I hereto;

(b) all of its Trademark Licenses in which Grantor is the licensee of exclusive rights with respect to registered Trademarks (and Trademarks for which United States applications are pending), including, without limitation, those licenses referred to on *Schedule I* hereto; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) Infringement of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding any provision of this Trademark Security Agreement to the contrary, the grant of security interest hereunder does not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement

of such security interest, including, without limitation, all U.S. Trademark applications that are based on an intent-to-use, unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark.

## SECTION 2. Collateral Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Second Lien Collateral Agent and each Grantor intend that this Trademark Security Agreement is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Collateral Agreement, which govern the Second Lien Collateral Agent's interest in the Trademark Collateral. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.


## SECTION 3. Counterparts

**This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.**

[Signature Page Follows]

IN WITNESS WHEREOF, the 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.

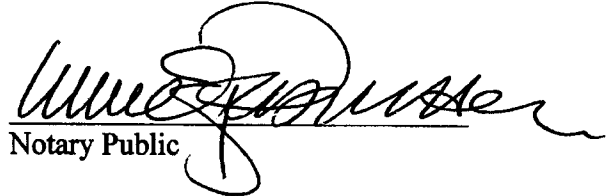
1-800 CONTACTS, INC.  
as Grantor

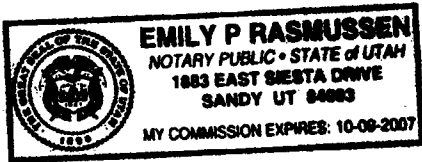
By:   
Name: Brian W. Bethers  
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Utah )  
 ) ss  
COUNTY OF Salt Lake )

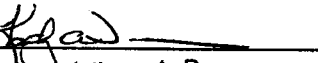
On the 6<sup>th</sup> day of September, 2007, before me personally came Brian W. Bethers, who is personally known to me to be the President of 1-800 Contacts, Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public



ACCEPTED AND AGREED  
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,  
as Second Lien Collateral Agent

By:   
Name: Kathryn A. Duncan  
Title: Managing Director

[Signature Page – Second Lien Trademark Security Agreement]

TRADEMARK  
REEL: 003624 FRAME: 0105

**Schedule I**  
to  
**Trademark Security Agreement**  
*Trademark Registrations*

I. Registered Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
1-800 Contacts, Inc.	1800CONTACTS	2,675,866	1/21/2003
	1800 CONTACTS AND DESIGN	2,731,114	7/1/2003
	WE DELIVER. YOU SAVE.	2,558,233	4/9/2002
	THE WORLD'S LARGEST CONTACT LENS STORE.	2,886,220	9/21/2004
	EXACT SAME CONTACT LENSES, DELIVERED TO YOUR DOOR, FOR LESS THAN YOU'RE PAYING NOW.	2,693,498	3/4/2003
	EVISION	2,925,885	2/8/2005
	AQUASOFT	2,968,228	7/12/2005
	AQUASOFT	2,865,713	7/20/2004
	AQUASOFT	2,972,908	7/19/2005
	WE MAKE IT SIMPLE	2,927,522	2/22/2005

II. Trademark Applications

None.

III. Exclusive Inbound Licenses of Registered Trademarks or Pending Trademark Applications

None.