# 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 | | 01/22/2009 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | The Governor and Company of the Bank of Ireland |
| Street Address: | Lower Baggot Street |
| City: | Dublin |
| State/Country: | IRELAND |
| Postal Code: | 2 |
| Entity Type: | COMPANY: IRELAND |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|---|---|---|
| Serial Number: | 78434120 | FIRENZE |
| Serial Number: | 78434108 | MASSIMO |
| Registration Number: | 3099755 | EYEGLASS WORLD |
| Registration Number: | 3190487 | EYEGLASS WORLD |
| Registration Number: | 2981156 | MACARIUS |
| Registration Number: | 2970617 | ALEC |
| Registration Number: | 2967162 | EYE2K |

CH $190.00 78434120

CORRESPONDENCE DATA


Fax Number: (202)585-8080

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

Email: nptm@nixonpeabody.com

Correspondent Name: Susan M. Freedman, Nixon Peabody LLP

Address Line 1: 401 9th Street, N.W.

Address Line 2: Suite 900

| | |
|---|---|
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20004 |
| ATTORNEY DOCKET NUMBER: | 042877-7 |

DOMESTIC REPRESENTATIVE

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

| | |
|---|---|
| NAME OF SUBMITTER: | Susan M. Freedman |
| Signature: | /Susan M. Freedman/ |
| Date: | 01/26/2009 |

Total Attachments: 5
source=Eyeglass World Security Agreement#page1.tif
source=Eyeglass World Security Agreement#page2.tif
source=Eyeglass World Security Agreement#page3.tif
source=Eyeglass World Security Agreement#page4.tif
source=Eyeglass World Security Agreement#page5.tif

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 22nd day of January, 2009 by Eyeglass World, LLC, a Delaware limited liability company ("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"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee, National Vision, Inc. ("Company"), certain Guarantors named therein and Lenders are parties to a certain Credit Agreement, dated as of June 8, 2006 (as the same has been amended prior to the date hereof and as may be amended or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of a certain Guaranty dated as of June 8, 2006, among Grantor and certain other obligors (as the same has been amended prior to the date hereof and as 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 dated as of June 8, 2006, 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:

(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.

[Signature page follows]



TRADEMARK
REEL: 003924 FRAME: 0595

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

**EYEGLASS WORLD, LLC**

By: _____

Name: Mitchell Goodman

Title: Secretary, Senior Vice President, General Counsel

Signature page to Trademark Security Agreement

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

**EYEGLASS WORLD, LLC**

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: _____
Name: LOUISE O'CONNOR
Title: VP

By: _____
Name: ED BOYLE
Title: SVP

Signature page to Trademark Security Agreement

## SCHEDULE 1

### TRADEMARK REGISTRATIONS

| Trademark Description | U.S. Registration No. | Date Registered |
|---|---|---|
| The color(s) blue and red is/are claimed as a feature of the mark. The letters in the words EYEGLASS WORLD are blue, and the eyeglass device is red. The mark consists of the words "EYEGLASS WORLD" in a stacked configuration wherein an eyeglass device forms the "G" and "O". | 3,099,755 | June 6, 2006 |
| The color(s) blue and red is/are claimed as a feature of the mark. All letters in the wording EYEGLASS WORLD are blue except for the letter "G"; the eyeglass device, representing the letter "G", is red. The mark consists of the words "EYEGLASS WORLD" wherein an eyeglass device forms the "G". | 3,190,487 | January 2, 2007 |
| Word mark: "MACARIUS" | 2,981,156 | August 2, 2005 |
| Word mark: "ALEC" | 2,970,617 | July 19, 2005 |
| Word mark: "EYE2K" | 2,967,162 | July 12, 2005 |

### TRADEMARK APPLICATIONS

| Trademark Application Description | U.S. Application No. | Date Applied |
|---|---|---|
| Word mark: "FIRENZE" (Abandoned) | 78434120 | June 11, 2004 |
| Word mark: "MASSIMO" (Abandoned) | 78434108 | June 11, 2004 |