

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
OptiCare Eye Health Centers, Inc.		09/01/2009	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	TD Bank, N.A.		
Street Address:	1701 Route 70 East		
Internal Address:	Attn: Lorraine Schafer		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	08034		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1517614	EYE CARE FOR A LIFETIME	
Registration Number:	1551402	EYEWEAR AND EYE CARE FOR A LIFETIME	
Registration Number:	2528380	LOSE THE GLASSES, KEEP THE VISION	
Registration Number:	2702927	THE VISION OF HEALTH	
CORRESPONDENCE DATA			
Fax Number:	(404)581-8330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown		
Address Line 1:	1420 Peachtree Street, N.E.		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309-3053		
ATTORNEY DOCKET NUMBER:	927268-600009		

OP \$115.00 1517614

900143020

**TRADEMARK
 REEL: 004060 FRAME: 0258**

NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	09/11/2009
Total Attachments: 6 source=TD Bank U.S. Vision USV Optical and OptiCare Eye Health Trademark Security Agreement#page1.tif source=TD Bank U.S. Vision USV Optical and OptiCare Eye Health Trademark Security Agreement#page2.tif source=TD Bank U.S. Vision USV Optical and OptiCare Eye Health Trademark Security Agreement#page3.tif source=TD Bank U.S. Vision USV Optical and OptiCare Eye Health Trademark Security Agreement#page4.tif source=TD Bank U.S. Vision USV Optical and OptiCare Eye Health Trademark Security Agreement#page5.tif source=TD Bank U.S. Vision USV Optical and OptiCare Eye Health Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is by and among U.S. Vision, Inc., a Delaware corporation, USV Optical, Inc., a Texas corporation, and OptiCare Eye Health Centers, Inc., a Connecticut corporation (each a "Grantor" and collectively, the "Grantors"), and TD BANK, N.A. (the "Lender"), pursuant to that certain Amended and Restated Loan Agreement, dated as of September 1, 2009 (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"), by and among Refac Optical Group, as Borrower, the Guarantors party thereto and the Lender.

RECITALS:

A. Each of the Grantors and the Lender have entered into that certain Amended and Restated Subsidiary Security Agreement, dated as of September 1, 2009 (as the same may be amended, restated, modified, or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, each Grantor has granted to the Lender a Lien and security interest in all Intangibles of such Grantor, including, without limitation, all of such Grantor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by such Grantor's trademarks, and trademark licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Lender a Lien and continuing security interest in all of such Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each trademark license, including, without limitation, each trademark license listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration, Trademark Application and trademark license, including, without limitation, any trademark, Trademark Registration and trademark license referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to

in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Lender pursuant to the Security Agreement.

Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the liens and security interests 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. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be duly executed by its duly authorized officer as of the 1st day of September 2009.

GRANTORS:

U.S. Vision, Inc., a Delaware corporation

By: WASchwartz, Jr.
Name: William A. Schwartz, Jr.
Title: President and Chief Executive Officer

USV Optical, Inc., a Texas corporation

By: WASchwartz, Jr.
Name: William A. Schwartz, Jr.
Title: President and Chief Executive Officer

OptiCare Eye Health Centers, Inc., a Texas corporation

By: J. David Pierson
Name: J. David Pierson
Title: President

LENDER:

TD BANK, N.A.

By: Deborah Gravinese
Deborah G. Gravinese
Senior Vice President

Schedule 1
to
Trademark Security Agreement

FEDERAL TRADEMARKS

Trademarks/ Trade Name	Filing Date	Status	Registration Number (Serial Number)	Owner	Country of Registration
All Sport	4/5/99	Registered	2553197	U.S. Vision, Inc.	United States
All Sport Eyewear	10/1/99	Registered	2541230	U.S. Vision, Inc.	United States
Ashley Stewart	9/27/91	Registered	2079473	U.S. Vision, Inc.	United States
Attitude Eyewear (Stylized lettering)	11/26/07	Pending	77336400 (Serial No.)	U.S. Vision, Inc.	United States
Attitude Eyewear by U.S. Vision (Golfer breaking golf club design)	9/19/08	Pending	77573942 (Serial No.)	U.S. Vision, Inc.	United States
Attitude Eyewear by U.S. Vision (Polo Player Falling off of Horse design)	9/19/08	Pending	77573947 (Serial No.)	U.S. Vision, Inc.	United States
Black Sheep (Animal Design)	1/6/09	Registered	3654392	U.S. Vision, Inc.	United States
Black Sheep Eyewear	12/7/07	Pending	77346511 (Serial No.)	U.S. Vision, Inc.	United States
City Slickers	12/13/95	Registered	2192513	U.S. Vision, Inc.	United States
CORDUROY	7/2/09	Pending	77772999 (Serial No.)	U.S. Vision, Inc.	United States
Estrella Latina	10/28/04	Registered	3294433	U.S. Vision, Inc.	United States
Eye Valu	6/9/95	Registered	2368943	U.S. Vision, Inc.	United States
Eyelooks	7/25/08	Pending	77531434 (Serial No.)	U.S. Vision, Inc.	United States
SEZVISION	6/24/09	Pending	77766813 (Serial No.)	U.S. Vision, Inc.	United States
EZ-Vision	3/23/09	Pending	77697049 (Serial No.)	U.S. Vision, Inc.	United States
Get Noticed . . . For Less	6/9/08	Pending	77494548 (Serial No.)	U.S. Vision, Inc.	United States
Golfer Drawing	8/13/08	Pending	77545660 (Serial No.)	U.S. Vision, Inc.	United States
J.KATZ	8/12/09	Pending	77802999 (Serial No.)	U.S. Vision, Inc.	United States
Max Cole.	8/1/08	Pending	77536714 (Serial No.)	U.S. Vision, Inc.	United States
Oliver Winston	9/23/91	Registered	1890424	U.S. Vision, Inc.	United States

Polo Player Falling off of Horse design	8/13/08	Pending	77545562 (Serial No.)	U.S. Vision, Inc.	United States
Roberto Steffani Eyewear	2/7/08	Pending	77391308 (Serial No.)	U.S. Vision, Inc.	United States
Roberto Steffani Occhiali	3/14/08	Registered	3599887	U.S. Vision, Inc.	United States
Royal Optical	10/21/83	Registered	1301024	USV Optical, Inc.; formerly Rio Optical Corporation	United States
Service Optical	10/21/83	Registered	1301023	U.S. Vision, Inc.	United States
SunClub	1/2/08	Registered	3522296	U.S. Vision, Inc.	United States
SunClub Logo	1/24/08	Registered	3588601	U.S. Vision, Inc.	United States
Sunfun	4/27/09	Pending	77723154 (Serial No.)	U.S. Vision, Inc.	United States
SunZone (Logo)	1/24/08	Registered	3532271	U.S. Vision, Inc.	United States
SunZone	1/24/08	Registered	3532269	U.S. Vision, Inc.	United States
Twist N Flex	2/5/98	Registered	2601369	U.S. Vision, Inc.	United States
ULTRALENS	6/25/07	Pending	77214141 (Serial No.)	U.S. Vision, Inc.	United States
ULTRALENS (LOGO)	5/4/09	Pending	77728383 (Serial No.)	U.S. Vision, Inc.	United States
U.S. Vision (stylized letters)	2/27/96	Registered	2418498	U.S. Vision, Inc.	United States
U.S. Vision	2/13/96	Registered	2407524	U.S. Vision, Inc.	United States
ZACK&ZOE	7/2/09	Pending	77773002 (Serial No.)	U.S. Vision, Inc.	United States
EYE CARE FOR A LIFETIME	3/14/88	Registered	1517614	OptiCare Eye Health Centers, Inc.	United States
EYEWEAR AND EYE CARE FOR A LIFETIME	7/20/88	Registered	1551402	OptiCare Eye Health Centers, Inc.	United States
LOSE THE GLASSES, KEEP THE VISION	1/26/00	Registered	2528380	OptiCare Eye Health Centers, Inc.	United States
THE VISION OF HEALTH	3/19/00	Registered	2702927	OptiCare Eye Health Centers, Inc.	United States