

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
National Vision, Inc.		11/23/2010	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	3728443	ACTIVELITE
Registration Number:	3252237	CUSTOMLITES
Registration Number:	3359665	DURASHIELD
Registration Number:	2719004	NATIONAL VISION
Registration Number:	2719005	NATIONAL VISION INC
Registration Number:	3312175	NEVERGLARE
Registration Number:	3175562	OLIVIA MICHAELS
Registration Number:	1920747	ROBERT LATOUR
Registration Number:	2042507	SMART BUYS
Registration Number:	2547475	SUREVALUE
Registration Number:	2486436	SUREVALUE
Registration Number:	2406160	VISTA OPTICAL
Registration Number:	3751326	KIDS GEAR EYEGLASSES
Registration Number:	3576172	DIGIMAX

OP \$1265.00 3728443

900176375

TRADEMARK
 REEL: 004409 FRAME: 0678

Registration Number:	3575998	VANISH
Registration Number:	3394519	CONFECTIONS
Registration Number:	3347650	NEVERGLARE ADVANTAGE
Registration Number:	3343517	COMMOTION
Registration Number:	3343519	JUDITH ST. JAMES
Registration Number:	3347455	MARYLAND
Registration Number:	3343524	SHOW OFF
Registration Number:	3343526	TATTLE
Registration Number:	3343527	ZERO 2 SIXTY
Registration Number:	3447621	ROBERT LATOUR
Registration Number:	3343532	DURABRITE
Registration Number:	3343097	SERENDIPITY
Registration Number:	3546950	ULTRATHIN PLUS
Serial Number:	85169562	MINI SPADA
Serial Number:	85168700	N + B
Serial Number:	85165219	JUST!
Serial Number:	85165250	MINI COMMOTION
Serial Number:	85164237	IN YOUR FACE
Serial Number:	85159747	BRONX
Serial Number:	85159750	HELIX
Serial Number:	85131703	EYECARE CLUB
Serial Number:	85124018	KIDSGEAR
Serial Number:	85123613	EYEGLOSS WORLD
Serial Number:	85123623	BEST CONTACTS
Serial Number:	85123604	AMERICA'S BEST CONTACTS & EYEGASSES
Serial Number:	85111994	AGILITY
Serial Number:	85112003	LEGACY LANE
Serial Number:	85000615	VERILITE
Serial Number:	85000657	VERITHIN
Serial Number:	85170900	ACTIVELITE PLUS
Serial Number:	85170430	EYECARE CLUB EYE EXAMS FREE. CONTACT LENSES FOR LESS.
Serial Number:	85170913	NEVERGLARE ADVANTAGE
Serial Number:	85170273	SOFMED BREATHABLES
Serial Number:	77531912	PRECISION SC

Serial Number:	77538511	PRECISION RC
Serial Number:	85181865	WILD CHILD

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-3894
Email: jnull@stblaw.com
Correspondent Name: Meryl Rosen
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1498
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	11/24/2010

Total Attachments: 8
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 23, 2010 is made by National Vision, Inc., a Georgia corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at P.O Box 2558, Houston, Texas 77252, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), from time to time parties to the Credit Agreement dated as of November 23, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Vision Holding Corp. (the "Borrower"), the Lenders and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of November 23, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the ratable benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property and Intellectual Property Licenses included in the Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the Trademarks now owned or at any time hereafter acquired by such Grantor and included in the Collateral (including, without limitation,

those items listed on Schedule A hereto) (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NATIONAL VISION, INC.

By: 

Name: Mitchell Goodman

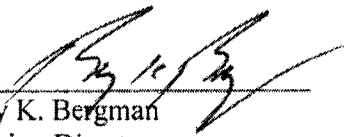
Title: Senior Vice President, General
Counsel and Secretary

Date:

[SIGNATURE PAGE TO GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS]

TRADEMARK
REEL: 004409 FRAME: 0683

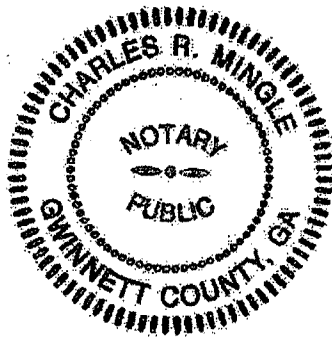
J.P. MORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 
Name: Barry K. Bergman
Title: Managing Director
Date: November 23, 2010

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia)
COUNTY OF Winnett)^{SS}

On the 22nd day of November, 2010, before me personally came Mitchell Goodman, who is personally known to me to be the Senior Vice President, General Counsel and Secretary of National Vision, Inc., a Georgia corporation; who, being duly sworn, did depose and say that he is the Senior Vice President, General Counsel and Secretary 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.



Charles R. Mingle
Notary Public

Charles R. Mingle
Notary Public - Government of Georgia
By Commission Expires 03/03/2014

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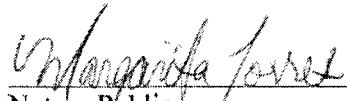
[SIGNATURE PAGE TO GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS]

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 23rd day of November, 2010, before me personally came Barry K. Bergman, who is personally known to me to be the Managing Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Managing Director in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

MARGARITA TORRES
Notary Public, State of New York
Qualified in Bronx County
No. 01TO6041062
My Commission Expires May 1, 2014



Notary Public

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SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	App.No.	App. Date	Reg. No.	Reg. Date
ACTIVELITE (word)	78/881973	5/11/2006	3,728,443	12/22/2009
CUSTOMLITES	78,401,878	4/14/2004	3,252,237	06/12/2007
DURASHIELD (word)	78/881,984	5/11/2006	3,359,665	12/25/2007
NATIONAL VISION (word)	76/418,238	6/15/2002	2,719,004	5/27/2003
<u>NATIONAL VISION INC.</u> (logo)	76/418,240	6/15/2002	2,719,005	5/27/2003
NEVERGLARE (word)	78/881,989	5/11/2006	3,312,175	10/16/2007
OLIVIA MICHAELS (word)	78/693,880	8/16/2005	3,175,562	11-21-2006
Robert LaTour (stylized)	74/416,786	7/26/1993	1,920,747	9/19/1995
SMART BUYS (word) (Owner of record is: Vista Eyecare, Inc.)	75/008,457	10/23/1995	2,042,507	3/4/1997 RENEWED 11/26/2007
SUREVALUE (word) (for glasses)	75/044,426	1/16/1996	2,547,475	3/12/2002 RENEWED 03/14/2008
<u>SUREVALUE</u> (word) (for lenses)	75/324,077	7/14/1997	2,486,436	9/11/2001 RENEWED 03/10/2008
VISTA OPTICAL (word)*	75/867,351	12/10/1999	2,406,160	11/21/2000
KIDS GEAR EYEGLASSES and design	77660027	01/30/2009	3751326	02/23/2010
DIGIMAX (word)	77569181	09/12/2008	3576172	02/17/2009
	77520334	07/11/2008	3575998	02/17/2009
VANISH (word)				
CONFECTIONS (word)	77223701	07/06/2007	3394519	03/11/2008
NEVERGLARE ADVANTAGE (word)	77135142	03/20/2007	3347650	12/04/2007
COMMOTION (word)	77132397	03/15/2007	3343517	11/27/2007
JUDITH ST. JAMES (word)	77132439	03/15/2007	3343519	11/27/2007
MARYLAND (word)	77132499	03/15/2007	3347455	12/04/2007
SHOW OFF (word)	77132529	03/15/2007	3343524	11/27/2007
TATTLE (word)	77132538	03/15/2007	3343526	11/27/2007
ZERO 2 SIXTY (word)	77132552	03/15/2007	3343527	11/27/2007
ROBERT LATOUR (word)	77132568	03/15/2007	3447621	06/17/2008
DURABRITE (word)	77132615	03/15/2007	3343532	11/27/2007
SERENDIPITY (word)	77122630	03/05/2007	3343097	11/27/2007
ULTRATHIN PLUS (word)	78920106	06/29/2006	3546950	12/16/2008
MINI SPADA (word)	85169562	11/04/2010	N/A	N/A
N + B (word)	85168700	11/03/2010	N/A	N/A

JUST! (word)	85165219	10/29/2010	N/A	N/A
MINI COMMOTION (word)	85165250	10/29/2010	N/A	N/A
IN YOUR FACE (word)	85164237	10/28/2010	N/A	N/A
BRONX (word)	85159747	10/23/2010	N/A	N/A
HELIX (word)	85159750	10/23/2010	N/A	N/A
EYECARE CLUB (word)	85131703	09/16/2010	N/A	N/A
KIDSGEAR (word)	85124018	09/07/2010	N/A	N/A
EYEGLOSS WORLD (word)	85123613	09/06/2010	N/A	N/A
EYEGLOSSWORLD.COM (word)	85123613	9/6/2010	N/A	N/A
BEST CONTACTS (word)	85123623	09/06/2010	N/A	N/A
AMERICA'S BEST CONTACTS & EYEGASSES (word)	85123604	09/06/2010	N/A	N/A
AGILITY (word)	85111994	08/20/2010	N/A	N/A
LEGACY LANE (word)	85112003	08/20/2010	N/A	N/A
VERILITE (word)	85000615	03/29/2010	N/A	N/A
VERITHIN (word)	85000657	03/29/2010	N/A	N/A
ACTIVELITE PLUS (word)	85170900	11/6/2010	N/A	N/A
EYECARE CLUB and design	85170430	11/5/2010	N/A	N/A
NEVERGLARE ADVANTAGE and design	85170913	11/6/2010	N/A	N/A
SOFMED BREATHABLES (word)	85170273	11/5/2010	N/A	N/A
PRECISION SC	77531912	7/25/2008	N/A	N/A
PRECISION RC	77538511	8/4/2008	N/A	N/A
WILD CHILD (word)	85181865	11/20/2010	N/A	N/A