

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Consolidated Vision Group, Inc.		11/23/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	P.O. Box 2558		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77252		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2299951	1-800-TWO-PAIR	
Registration Number:	2172274	AMERICA'S BEST CONTACTS & EYEGLASSES	
Registration Number:	3225395	AMERICA'S BEST	
Registration Number:	2145797	E	
Registration Number:	1866241	SOFMED	
Registration Number:	2258389	VERI CLEAR LENS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 455-3894		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Meryl Rosen		
<b>Address Line 1:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1498		

OP \$165.00 2299951

**900176379**

**TRADEMARK**

**REEL: 004421 FRAME: 0689**

NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	11/24/2010
<b>Total Attachments: 7</b> source=Consolidated Vision Group TM SI#page1.tif source=Consolidated Vision Group TM SI#page2.tif source=Consolidated Vision Group TM SI#page3.tif source=Consolidated Vision Group TM SI#page4.tif source=Consolidated Vision Group TM SI#page5.tif source=Consolidated Vision Group TM SI#page6.tif source=Consolidated Vision Group TM SI#page7.tif	

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 Consolidated Vision Group, Inc., a Delaware 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.

W I T N E S S E T H:

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.

CONSOLIDATED VISION GROUP, INC.

By: 

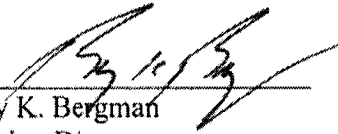
Name: Mitchell Goodman

Title: Senior Vice President, General  
Counsel and Secretary

Date:

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

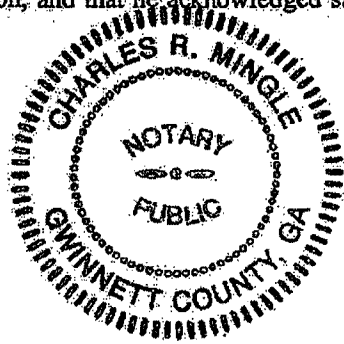
J.P. MORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

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

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia )  
 ) ss  
COUNTY OF Gwinnett )

On the 22<sup>nd</sup> 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 Consolidated Vision Group, Inc., a Delaware 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, Gwinnett County, Georgia  
My Commission Expires June 21, 2014

(PLACE STAMP AND SEAL ABOVE)

[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, 20 14

  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



## SCHEDULE A

### U.S. Trademark Registrations and Applications

Mark	App.No.	App. Date	Reg. No.	Reg. Date
1-800-TWO-PAIR (word)	75/581,901	11/3/1998	2,299,951	12/14/1999 RENEWED 12-14-2009
AMERICA'S BEST CONTACTS & EYEGLASSES and Design	75/149,951	8/14/1996	2,172,274	7/14/1998 RENEWED 05-07-2008
AMERICA'S BEST and Flag "E" & Eyeglasses Design	76/551,473	9/25/2003	3,225,395	04/03/07
E and Design	75/149,954	8/14/1996	2,145,797	3/24/1998 RENEWED 10/22/2008
SOFMED	74/314,472	9/16/1992	1,866,241	12/6/1994 RENEWED 09/16/2005
VERI CLEAR LENS Plus Design	75/184,090	10/21/1996	2,258,389	7/6/1999 RENEWED 06/08/2009