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
ABB/Con-Cise Optical Group LLC		12/07/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Union Bank, N.A.
Street Address:	350 California Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3353184	BIOLENS
Registration	3056217	BIO-NITE

Number:		
Registration Number:	2369463	OXYCON
Registration Number:	1083311	OXYFLOW
Registration Number:	1950462	P.E.N.
Registration Number:	1102574	PLIAFLEX
Registration Number:	1700750	PRIMARY EYECARE NETWORK
Registration Number:	1683165	PRIMARY EYECARE NETWORK
Registration Number:	3234151	REVLENS

CORRESPONDENCE DATA

Fax Number: (415)434-3947
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415-434-9100
Email: mkahn@sheppardmullin.com
Correspondent Name: Michelle D. Kahn
Address Line 1: Four Embarcadero Center, 17th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Michelle D. Kahn
Signature:	/MDK/
Date:	12/13/2010

Total Attachments: 12
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SECURITY AGREEMENT (INTELLECTUAL PROPERTY)

This SECURITY AGREEMENT (INTELLECTUAL PROPERTY) ("Agreement") dated as of December 7, 2010, is made by ABB/CON-CISE OPTICAL GROUP LLC, a Delaware limited liability company (the "Grantor"), in favor of UNION BANK, N.A. (together with its successors and assigns, the "Agent"), in its capacity as Agent for itself and on behalf of the Lenders (collectively, the "Lenders") under the Loan Agreement (defined below).

RECITALS

A. Pursuant to that certain Revolving and Term Loan Agreement dated as of the date hereof (as the same may be amended, extended, renewed, supplemented or otherwise modified from time to time, the "Loan Agreement") by and between Grantor, Lenders and Agent, Lenders agreed to provide Grantor with certain credit accommodations, including a Revolving Loan (in the aggregate stated amount of $40,000,000) and a Term Loan (in the aggregate stated amount of $50,000,000), all as described more specifically in the Loan Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings given those terms in the Loan Agreement.

B. The Loan Agreement provides, as a condition of the availability of such credit facilities, that Grantors shall enter into this Agreement and shall grant security interests to Agent as herein provided.

AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities to the Grantor, and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, Grantor hereby represents, warrants, covenants, agrees, assigns and grants as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to the Agent or the Lenders under the Loan Agreement and the Loan Documents, Grantor hereby grants a security interest and mortgage to Agent for the ratable benefit of itself and the Lenders, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

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(c) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents"):

(d) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(e) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(f) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(g) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(h) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of or has rights in the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business and other Permitted Liens;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licenser's or other party's consent and this Agreement constitutes an assignment;

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business, or as set forth in this Agreement or Permitted Liens;

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(d) No part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(e) Grantor shall deliver to Agent within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Agent, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Agent of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Agent in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Agent, which shall not be unreasonably withheld, unless in any such case Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Grantor has registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Exhibits A, B and C hereto. Grantor shall register or cause to be registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service prior to the sale or licensing of such product or service to any third party and which Grantor determines should be registered in accordance with sound business practices or if necessary for Agent to perfect its security interest therein. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Agent may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the Collateral;

(h) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Agent a valid and perfected first priority security interest in the Collateral registered or filed in the United States securing the payment and performance of the obligations evidenced by the Loan Documents upon making the filings referred to in clause (i) below subject only to Permitted Liens;

(i) Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and, except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Agent of its rights and remedies hereunder;

(j) All information heretofore, herein or hereafter supplied to Agent by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Agent's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts if Grantor is required, in its commercially reasonable judgment to accept such provisions; and

(l) Upon any executive officer of Grantor obtaining knowledge thereof, Grantor will promptly notify Agent in writing of any event that materially adversely affects the value of any of the Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Agent in relation thereto, including the levy of any legal process against any of the Collateral.

4. Agent's Rights. Agent shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor, is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Agent for all reasonable out of pocket costs and expenses incurred in the reasonable exercise of Agent's rights under this Section 4.

5. Inspection Rights. Grantor hereby grants to Agent and its employees, representatives and agents the right to visit on the terms and conditions as set forth in the Loan Agreement, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture; install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable notice to Grantor and as often as may be reasonably requested.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Agent, to perfect Agent's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Agent the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from

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time to time in Agent's discretion while an Event of Default is outstanding, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including:

(i) To modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest;

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law; and

(iii) After the occurrence of an Event of Default, to transfer the Collateral into the name of Agent or a third party to the extent permitted under the New York Uniform Commercial Code.

7. Events of Default. The occurrence of any or the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default occurs under the Loan Documents, or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement in any material respect and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of such breach.

8. Remedies. Upon the occurrence of an Event of Default, Agent shall have the right to exercise all the remedies of a secured party under the New York Uniform Commercial Code. Agent shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Agent to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including attorneys' fees) incurred by Agent in connection with the exercise of any of such parties' rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Agent's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Agent, each Lender and their respective officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Agent or any Lender as a result of or in any way arising out of, following or consequential to transactions between Lenders and Grantor, under this Agreement (including without limitation attorneys fees and expenses), except for losses arising from or out of Agent's or Lenders' gross negligence or willful misconduct.

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10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. New York Law and Jurisdiction. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE OBLIGATIONS ARISING HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAWS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW), AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. GRANTOR HEREBY CONSENTS AND AGREES, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, THAT THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK, NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN GRANTOR, AGENT OR ANY LENDER PERTAINING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS; PROVIDED, THAT GRANTOR, AGENT AND LENDERS ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK, NEW YORK; AND FURTHER PROVIDED, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE AGENT OR ANY LENDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO COLLECT THE OBLIGATIONS, TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SUCH AGENT OR LENDER. GRANTOR EXPRESSLY SUBMITS AND CONSENTS TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND GRANTOR HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. GRANTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS

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ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO GRANTOR AT THE ADDRESS SET FORTH IN **SECTION 13.7** OF THE LOAN AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE GRANTOR'S ACTUAL RECEIPT THEREOF.

15. Waiver of Jury Trial. AS SET FORTH IN THE ALTERNATIVE DISPUTE RESOLUTION AGREEMENT, GRANTOR, AGENT AND EACH LENDER WAIVE ITS RIGHT TO A TRIAL BY JURY AND AGREES TO HAVE ANY DISPUTE BETWEEN OR AMONG ANY OTHER PARTY(IES) RESOLVED PURSUANT TO THE TERMS OF THE ALTERNATIVE DISPUTE RESOLUTION AGREEMENT.

[Remainder of page intentionally left blank.
Signature page to follow.]

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

"Grantors"

ABB/CON-CISE OPTICAL GROUP LLC,
a Delaware limited liability company

By: James J. Teufel
Name: JAMES J. TEUFEL
Title: TREASURER

ACCEPTED AND AGREED AS OF THE DATE FIRST ABOVE WRITTEN:

"Agent"

UNION BANK, N.A.,
a national banking association,
as Agent for the Lenders

By: _____
Name: _____
Title: _____

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

"Grantors"

ABB/CON-CISE OPTICAL GROUP LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED AS OF
THE DATE FIRST ABOVE
WRITTEN:

"Agent"

UNION BANK, N.A.,
a national banking association,
as Agent for the Lenders

By: _____
Name: MICHAEL LETSOU, JR.
Title: VICE PRESIDENT

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EXHIBIT A

COPYRIGHTS

	Copyright	Number	Date
(i)	The Eye Guide	TX-4-955-580	04/02/1999
(ii)	Co-Management Billing Guide	TX-4-750-475	04/01/1998
(iii)	A Better Letter: Professional Communications for the Optometric Practice	TX-4-652-996	10/20/1997
(iv)	Staff Inventive Programs – Strategies for the Optometric Practice	TX-4-524-231	05/03/1997
(v)	Eyewear: Mastering Multifocals	TX-4-354-665	08/15/1996
(vi)	Comprehensive Recall: From Pre-Appointment to Reactivation	TX-4-244-568	04/04/1996
(vii)	Collections – Strategies for the Optometric Practice	TX-4-061-598	06/14/1995
(viii)	Staffing an Optometric Practice III: Evaluation, Discipline and Termination	TX-3-923-779	10/31/1994
(ix)	A Formula for Success: Phone Shoppers + You = New Patients	TX-3-871-490	10/31/1994
(x)	Staffing an Optometric Practice: 2, the Employee Policy Manual	TX-3-810-037	05/26/1994
(xi)	Pre-Appointing – It Couldn't Be Easier	TX-3-810-036	05/26/1994
(xii)	Staffing an Optometric Practice: 1, Recruitment & Hiring: Practice Management Guides	TX-3-810-035	05/26/1994
(xiii)	Essential Techniques for the Telephone	TX-3-810-034	05/26/1994
(xiv)	Contact Lenses – Patient Instruction	TX-3-810-033	05/26/1994
(xv)	Eyewear – Frame Adjusting Fundamentals: Paraoptometric Training Guides	TX-3-810-032	05/26/1994
(xvi)	How Are We Doing? (Pen Resources Patient Satisfaction Survey)	TX-4-417-096	10-21-1996

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EXHIBIT B

PATENTS

None.

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EXHIBIT C

TRADEMARKS

U.S. Trademark	Registration No.	Registration Date
BIOLENS	3,353,184	December 11, 2007
BIO-NITE	3,056,217	January 31, 2006
OXYCON	2,369,463	July 18, 2000
OXYFLOW	1,083,311	January 24, 1978
P.E.N.	1,950,462	January 23, 1996
PLIAFLEX	1,102,574	September 19, 1978
PRIMARY EYECARE NETWORK	1,700,750	July 14, 1992
PRIMARY EYECARE NETWORK & design	1,683,165	April 14, 1992
REVLENS	3,234,151	April 24, 2007

RECORDED: 02/25/2011
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