

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.		08/02/2012	CORPORATION: GEORGIA
Consolidated Vision Group, Inc.		08/02/2012	CORPORATION: DELAWARE
Eyeglass World, LLC		08/02/2012	LIMITED LIABILITY COMPANY: DELAWARE
Arlington Contact Lens Services, Inc.		08/02/2012	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	1111 Fannin Street, Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	2657065	OUTPOST
Registration Number:	2632918	SPADA
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:	2967162	EYE2K
Registration Number:	2970617	ALEC
Registration Number:	2981156	MACARIUS

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Registration Number:	3099755	EYEGLOSS WORLD
Registration Number:	3190487	EYEGLOSS WORLD
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:	2042507	SMART BUYS
Registration Number:	2547475	SUREVALUE
Registration Number:	2486436	SUREVALUE
Registration Number:	3751326	KIDS GEAR EYEGLASSES
Registration Number:	3576172	DIGIMAX
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
Registration Number:	3242218	AC LENS
Registration Number:	4069669	MINI SPADA
Registration Number:	3977767	N + B
Registration Number:	4079017	JUST!
Registration Number:	3977515	MINI COMMOTION
Registration Number:	3947984	IN YOUR FACE
Registration Number:	3947974	BRONX
Registration Number:	3947975	HELIX

	4047914	EYECARE CLUB
Registration Number:	4047867	KIDSGEAR
Registration Number:	4047864	EYEGLOSS WORLD
Registration Number:	4047865	BEST CONTACTS
Registration Number:	4047863	AMERICA'S BEST CONTACTS & EYEGASSES
Registration Number:	4064354	AGILITY
Registration Number:	4064355	LEGACY LANE
Registration Number:	3972797	VERILITE
Registration Number:	3972798	VERITHIN
Registration Number:	3977909	ACTIVELITE PLUS
Registration Number:	4065893	EYECARE CLUB EYE EXAMS FREE. CONTACT LENSES FOR LESS.
Registration Number:	4065898	NEVERGLARE ADVANTAGE
Registration Number:	3970738	SOFMED BREATHABLES
Serial Number:	85181865	WILD CHILD

CORRESPONDENCE DATA

Fax Number: 2124552502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1498
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/mml/
Date:	08/13/2012

Total Attachments: 8
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TRADEMARK

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Agreement"), effective as of August 2, 2012 is made by National Vision, Inc., a Georgia company, Consolidated Vision Group, Inc., a Delaware company, Eyeglass World, LLC, a Delaware company, and Arlington Contact Lens Services, Inc., an Ohio company (each an "Obligor", and collectively, the "Obligors"), in favor of JP Morgan Chase Bank, N.A., a national banking association, with an address at 1111 Fannin Street, Floor 10, Houston, Texas 77002, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of August 2, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among National Vision, Inc. as Borrower, the Lenders and the Agent.

W I T N E S S E T H:

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

WHEREAS, in connection with the Credit Agreement, the Borrower and certain Subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of August 2, 2012, 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 Obligors pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligors agree, for the benefit of the Agent and the Lenders, 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.

SECTION 2. Grant of Security Interest. The Obligors hereby pledge and grant a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligors' right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligors 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 Obligors do hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the 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.
CONSOLIDATED VISION GROUP, INC.
EYEGLOSS WORLD, LLC

By: Paul A. Criscillis, Jr.

Name: Paul A. Criscillis, Jr.

Title: Senior Vice President and Chief Financial Officer

ARLINGTON CONTACT LENS SERVICE, INC.

By: _____

Name: Peter M. Clarkson

Title: President

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004841 FRAME: 0203

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.
CONSOLIDATED VISION GROUP, INC.
EYEGLOSS WORLD, LLC

By: _____
Name: Paul A. Criscillis, Jr.
Title: Senior Vice President and Chief Financial Officer

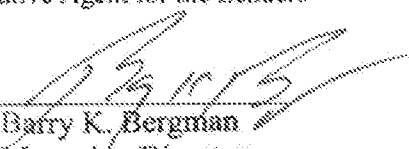
ARLINGTON CONTACT LENS SERVICE, INC.

By: P. Clarkson
Name: Peter M. Clarkson
Title: President

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004841 FRAME: 0204

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 
Name: Barry K. Bergman
Title: Managing Director
Date:

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004841 FRAME: 0205

SCHEDULE A

A. Trademark Registrations

Grantor	Mark	App. No.	App. Date	Reg. No.	Reg. Date
Consolidated Vision Group, Inc.	OUTPOST ¹	76195387	1/18/2001	2657065	12/3/2002
Consolidated Vision Group, Inc.	SPADA ²	76175865	12/5/2000	2632918	10/8/2002
Consolidated Vision Group, Inc.	1-800-TWO-PAIR (word)	75581901	11/3/1998	2299951	12/14/1999 RENEWED 12-14-2009 RE-FILED UNDER CVG 5/25/2010
Consolidated Vision Group, Inc.	AMERICA'S BEST CONTACTS & EYEGLASSES and Design	75149951	8/14/1996	2172274	7/14/1998 RENEWED 05-07-2008
Consolidated Vision Group, Inc.	AMERICA'S BEST and Flag "E" & Eyeglasses Design	76551473	9/25/2003	3225395	04/03/2007
Consolidated Vision Group, Inc.	E and Design	75149954	8/14/1996	2145797	3/24/1998 RENEWED 10/22/2008
Consolidated Vision Group, Inc.	SOFMED	74314472	9/16/1992	1866241	12/6/1994 RENEWED 09/16/2005
Eyeglass World, LLC	EYE2K	78434092	06/11/2004	2967162	07/12/2005
Eyeglass World, LLC	ALEC	78433913	06/11/2004	2970617	07/19/2005
Eyeglass World, LLC	MACARIUS	78433859	06/11/2004	2981156	08/02/2005
Eyeglass World, LLC	EYEGLASS WORLD and Design	76620785	11/16/2004	3099755	06/06/2006 RENEWED 04/07/2012
Eyeglass World, LLC	EYEGLASS WORLD and Design	76620751	11/16/2004	3190487	01/02/2007
National Vision, Inc.	ACTIVELITE (word)	78881973	5/11/2006	3728443	12/22/2009
National Vision, Inc.	CUSTOMLITES	78401878	4/14/2004	3252237	06/12/2007
National Vision, Inc.	DURASHIELD (word)	78881984	5/11/2006	3359665	12/25/2007
National Vision, Inc.	NATIONAL VISION (word)	76418238	6/15/2002	2719004	5/27/2003 RENEWED 06/10/2009
National Vision, Inc.	NATIONAL VISION INC. (logo)	76418240	6/15/2002	2719005	5/27/2003 RENEWED 06/10/2009
National Vision, Inc.	NEVERGLARE (word)	78881989	5/11/2006	3312175	10/16/2007
National Vision, Inc.	OLIVIA MICHAELS (word)	78693880	8/16/2005	3175562	11/21/2006

1 Current owner of record is America's Best Contacts & Eyeglasses Inc., a predecessor of Consolidated Vision Group, Inc.

2 Current owner of record is America's Best Contacts & Eyeglasses Inc., a predecessor of Consolidated Vision Group, Inc.

Grantor	Mark	App. No.	App. Date	Reg. No.	Reg. Date
National Vision, Inc.	SMART BUYS (word)	75008457	10/23/1995	2042507	3/4/1997 RENEWED 11/26/2007
National Vision, Inc.	SUREVALUE (word) (for glasses)	75044426	1/16/1996	2547475	3/12/2002 RENEWED 10/22/2011
National Vision, Inc.	SUREVALUE (word) (for lenses)	75324077	7/14/1997	2486436	9/11/2001 RENEWED 09/15/2011
National Vision, Inc.	KIDS GEAR EYEGLASSES and design	77660027	01/30/2009	3751326	02/23/2010
National Vision, Inc.	DIGIMAX (word)	77569181	09/12/2008	3576172	02/17/2009
National Vision, Inc.	VANISH (word)	77520334	07/11/2008	3575998	02/17/2009
National Vision, Inc.	CONFECTIONS (word)	77223701	07/06/2007	3394519	03/11/2008
National Vision, Inc.	NEVERGLARE ADVANTAGE (word)	77135142	03/20/2007	3347650	12/04/2007
National Vision, Inc.	COMMOTION (word)	77132397	03/15/2007	3343517	11/27/2007
National Vision, Inc.	JUDITH ST. JAMES (word)	77132439	03/15/2007	3343519	11/27/2007
National Vision, Inc.	MARYLAND (word)	77132499	03/15/2007	3347455	12/04/2007
National Vision, Inc.	SHOW OFF (word)	77132529	03/15/2007	3343524	11/27/2007
National Vision, Inc.	TATTLE (word)	77132538	03/15/2007	3343526	11/27/2007
National Vision, Inc.	ZERO 2 SIXTY (word)	77132552	03/15/2007	3343527	11/27/2007
National Vision, Inc.	ROBERT LATOUR (word)	77132568	03/15/2007	3447621	06/17/2008
National Vision, Inc.	DURABRITE (word)	77132615	03/15/2007	3343532	11/27/2007
National Vision, Inc.	SERENDIPITY (word)	77122630	03/05/2007	3343097	11/27/2007
National Vision, Inc.	ULTRATHIN PLUS (word)	78920106	06/29/2006	3546950	12/16/2008
Arlington Contact Lens Service, Inc.	AC LENS	78930827	7/17/2006	3242218	5/15/2007
National Vision, Inc.	MINI SPADA (word)	85169562	11/04/2010	4069669	12/13/2011
National Vision, Inc.	N + B (word)	85168700	11/03/2010	3977767	06/14/2011
National Vision, Inc.	JUST! (word)	85165219	10/29/2010	4079017	01/03/2012
National Vision, Inc.	MINI COMMOTION (word)	85165250	10/29/2010	3977515	06/14/2012
National Vision, Inc.	IN YOUR FACE (word)	85164237	10/28/2010	3947984	04/19/2011
National Vision, Inc.	BRONX (word)	85159747	10/23/2010	3947974	04/19/2011
National Vision, Inc.	HELIX (word)	85159750	10/23/2010	3947975	04/19/2011
National Vision, Inc.	EYECARE CLUB (word)	85131703	09/16/2010	4047914	11/01/2011
National Vision, Inc.	KIDSGEAR (word)	85124018	09/07/2010	4047867	11/01/2011
National Vision, Inc.	EYEGLASS WORLD (word)	85123613	09/06/2010	4047864	11/01/2011
National Vision, Inc.	BEST CONTACTS (word)	85123623	09/06/2010	4047865	11/01/2011
National Vision, Inc.	AMERICA'S BEST CONTACTS & EYEGLASSES (word)	85123604	09/06/2010	4047863	11/01/2011
National Vision, Inc.	AGILITY (word)	85111994	08/20/2010	4064354	11/29/2011

Grantor	Mark	App. No.	App. Date	Reg. No.	Reg. Date
National Vision, Inc.	LEGACY LANE (word)	85112003	08/20/2010	4064355	11/29/2011
National Vision, Inc.	VERILITE (word)	85000615	03/29/2010	3972797	06/07/2011
National Vision, Inc.	VERITHIN (word)	85000657	03/29/2010	3972798	06/07/2011
National Vision, Inc.	ACTIVELITE PLUS (word)	85170900	11/6/2010	3977909	06/14/2011
National Vision, Inc.	EYECARE CLUB and design	85170430	11/5/2010	4065893	12/06/2011
National Vision, Inc.	NEVERGLARE ADVANTAGE and design	85170913	11/6/2010	4065898	12/06/2011
National Vision, Inc.	SOFMED BREATHABLES (word)	85170273	11/5/2010	3970738	05/31/2011

B. Trademark Applications

Grantor	Mark	App. No.	App. Date
National Vision, Inc.	WILD CHILD (word)	85181865	11/20/2010