

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABB/Con-Cise Optical Group LLC		02/06/2013	LIMITED LIABILITY COMPANY: DELAWARE
LensCo		02/06/2013	CORPORATION: DELAWARE
Optical Distributor Group LLC		02/06/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	335 Madison Avenue, 4th Floor		
Internal Address:	Agency Management		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: NEW YORK		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3353184	BIOLENS	
Registration Number:	3056217	BIO-NITE	
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	
Registration Number:	4087294	DIGITALEYELAB A DIVISION OF OPTICAL DISTRIBUTOR GROUP	

OP \$340.00 3353184

Serial Number:	85663226	EYEMILES
Serial Number:	85663355	EYEMILES
Serial Number:	85663296	EYEMILES

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: daniel.cote@thomsonreuters.com

Correspondent Name: Robin Riley

Address Line 1: 75 East 55th Street

Address Line 2: Paul Hastings LLP

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Robin Riley
Signature:	/daniel cote thomsonreuters/
Date:	02/07/2013

Total Attachments: 8

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ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Parties

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
LensCo	Delaware	Corporation	USA-Delaware
Optical Distributor Group LLC	New York	Corporation	USA-New York

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 6, 2013 (this "**Agreement**"), among ABB/CON-CISE OPTICAL GROUP LLC, a Delaware limited liability company, located at 12301 NW 39th Street, Coral Springs, Florida 33065, LENSICO LLC, a Delaware limited liability company, located at 12301 NW 39th Street, Coral Springs, Florida 33065 and OPTICAL DISTRIBUTOR GROUP LLC, a New York limited liability company, located at 12301 NW 39th Street, Coral Springs, Florida 33065 (individually, a "**Grantor**" and collectively, the "**Grantors**") and BANK OF AMERICA, N.A. ("**Bank of America**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among Holdings, the Borrower, the Subsidiary Guarantors from time to time party thereto and the Collateral Agent and (b) the Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Holdings, the Borrower, the Lenders party thereto and Bank of America, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor (other than the Borrower) is an affiliate of the Borrower, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver the Guarantee and Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, and designs, now existing or

hereafter adopted or acquired, all registrations and recordings thereof, and all registration and pending applications filed in connection therewith, including registrations and pending applications in the United States Patent and Trademark Office (or any successor office thereto) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those United States federal trademark registrations and applications listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby ((a) and (b) collectively, the “**Trademarks**”); and

(c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing; provided that, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have assigned, pledged or granted a security interest in, any of such Grantor’s right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor’s “intent-to-use” such trademark, unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Trademark Collateral, but solely to the extent that granting the security interest in such Trademark application or the attachment or enforcement prior to such filing would adversely affect the enforceability or validity of, or void, such Trademark application or any registration issuing therefrom.

Section 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

Section 4. Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Assets.

Section 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

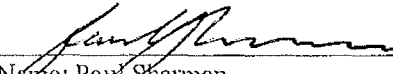
Section 6. Further Assurances. Each Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

Section 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

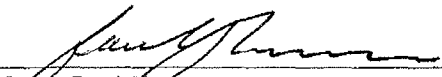
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

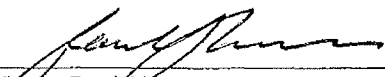
ABB/CON-CISE OPTICAL GROUP LLC

By: 
Name: Paul Sherman
Title: Chief Financial Officer

LENSCO LLC

By: 
Name: Paul Sherman
Title: Chief Financial Officer

OPTICAL DISTRIBUTOR GROUP LLC

By: 
Name: Paul Sherman
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed by:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 

Name: Don B. Pinzon

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004957 FRAME: 0431

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

United States Trademark Registrations

Mark	Registration No.	Registration Date	Owner
Biolens	3,353,184	December 11, 2007	ABB/Con-Cise Optical Group, LLC
Bio-Nite	3,056,217	January 31, 2006	ABB/Con-Cise Optical Group, LLC
Oxycon	2,369,463	July 18, 2000	ABB/Con-Cise Optical Group, LLC
Oxyflow	1,083,311	January 24, 1978	ABB/Con-Cise Optical Group, LLC
P.E.N.	1,950,462	January 23, 1996	ABB/Con-Cise Optical Group, LLC
PLIAFLEX	1,102,574	September 19, 1978	ABB/Con-Cise Optical Group, LLC
PRIMARY EYECARE NETWORK	1,700,750	July 14, 1992	ABB/Con-Cise Optical Group, LLC
PRIMARY EYECARE NETWORK & design	1,683,165	April 14, 1992	ABB/Con-Cise Optical Group, LLC
REVLENS	3,234,151	April 24, 2007	ABB/Con-Cise Optical Group, LLC
DIGITALEYELAB A DIVISION OF OPTICAL DISTRIBUTOR GROUP	4,087,294	January 17, 2012	Optical Distributor Group LLC

United States Trademark Applications

Mark	Application No.	Application Date	Owner
EYEMILES	85/663,226 (ITU)	June 27, 2012	Lensco LLC
EYEMILES	85/663,355 (ITU)	June 27, 2012	Lensco LLC
EYEMILES	85/663,296 (ITU)	June 27, 2012	Lensco LLC