

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JP Morgan Chase Bank, N.A.		01/30/2014	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	1-800 Contacts, Inc.
Street Address:	66 East Wadsworth Park Drive
City:	Draper
State/Country:	UTAH
Postal Code:	84020
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2675866	1800CONTACTS
Registration Number:	2731114	1800 CONTACTS
Registration Number:	2558233	WE DELIVER. YOU SAVE.
Registration Number:	2886220	THE WORLD'S LARGEST CONTACT LENS STORE.
Registration Number:	2693498	EXACT SAME CONTACT LENSES, DELIVERED TO
Registration Number:	2925885	EVISION
Registration Number:	2968228	AQUASOFT
Registration Number:	2865713	AQUASOFT
Registration Number:	2972908	AQUASOFT
Registration Number:	2927522	WE MAKE IT SIMPLE
Registration Number:	3341065	AQUASOFT COMPLETE VISION SYSTEM
Registration Number:	3895482	WE'RE THAT PASSIONATE ABOUT EYES
Registration Number:	3833550	WWW.1800CONTACTS.COM
Registration Number:	3833549	WWW.1800CONTACTS.COM

CH \$515.00 2675866

TRADEMARK

Registration Number:	4102431	LENSGAUGE
Registration Number:	4102432	LENSGAUGE
Registration Number:	4105326	LENSGAUGE
Registration Number:	4105327	LENSGAUGE
Registration Number:	4039658	ARABELLA
Registration Number:	4061234	PAOLO VISCONTI

CORRESPONDENCE DATA

Fax Number: 8017995700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 8017995802
Email: klanderson@hollandhart.com
Correspondent Name: Bryan G. Pratt
Address Line 1: 222 South Main Street, Suite 2200
Address Line 4: Salt Lake City, UTAH 84101

ATTORNEY DOCKET NUMBER:	41364.0002
NAME OF SUBMITTER:	Bryan G. Pratt
Signature:	/Bryan G. Pratt/
Date:	01/30/2014

Total Attachments: 7
source=1-800_SecondLienSecurityAgreement#page1.tif
source=1-800_SecondLienSecurityAgreement#page2.tif
source=1-800_SecondLienSecurityAgreement#page3.tif
source=1-800_SecondLienSecurityAgreement#page4.tif
source=1-800_SecondLienSecurityAgreement#page5.tif
source=1-800_SecondLienSecurityAgreement#page6.tif
source=1-800_SecondLienSecurityAgreement#page7.tif

**RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL
PROPERTY**

THIS RELEASE OF LIEN (this “Release”) is made as of January 30, 2014 (“Effective Date”) by JP Morgan Chase Bank, N.A. as administrative agent, collateral agent and swingline lender (the “Administrative Agent”) in favor of 1-800 Contacts, Inc. and 1-800 Contacts Parent Corp. (“Grantor”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Amended and Restated Second Lien Credit Agreement (as defined below).

WHEREAS, Grantor and the Administrative Agent entered into that certain Second Lien Credit Agreement (as amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time) by and between Grantor and the Administrative Agent, parties thereto, dated as of September 6, 2007, (the “Second Lien Credit Agreement”) pursuant to which Grantor executed and delivered (i) that certain Guarantee and Collateral Agreement, including Schedules I, II, and III thereto (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time) (the “Guarantee and Collateral Agreement”), (ii) that certain Patent Security Agreement, including Schedule [I] thereto, which was recorded with the United States Patent and Trademark Office on 19 September 2007 at reel 019845 / frame 0886 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “Patent Security Agreement”), (iii) that certain Trademark Security Agreement, including Schedule [I] thereto, which was recorded with the United States Patent and Trademark Office on 19 September 2007 at reel 3624 / frame 0099 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “Trademark Security Agreement”), and (iv) that certain Copyright Security Agreement, including Schedule [I] thereto, which was recorded with the United States Copyright Office on 06 September 2007 as document number V3556D626 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “Copyright Security Agreement”, and together with the Guarantee and Collateral Agreement, the Patent Security Agreement and the Trademark Security Agreement, the “Second Lien Security Agreements”);

WHEREAS, pursuant to the Second Lien Security Agreements, Grantor granted to and created in favor of the Administrative Agent, for its benefit, a continuing second priority Lien on and security interest in and to all Intellectual Property listed in the Second Lien Security Agreements (including, but not limited to, those items set forth on Schedule A hereto), whether then existing or thereafter acquired by Grantor, as security for the due and punctual payment and performance of the Secured Obligations in full, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise;

WHEREAS, Administrative Agent acknowledges full performance of the Grantor’s Secured Obligations and accordingly requests a specific release of the Lien and security interest granted and recorded against the Intellectual Property listed in the Second Lien Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby, on behalf of itself and its respective successors and assigns, hereby: (i) terminates the Second Lien Security Agreements and fully releases and discharges any and all liens, security interests, right, title and interest it may have, in whole or in part, in, to and under the Intellectual Property, together with the goodwill of the business symbolized thereby, all applications and registrations related thereto, and all other right, title and interest in and to the Intellectual Property conveyed to Administrative Agent (if any) pursuant to the Second Lien Credit Agreement, the Second Lien Security Agreements, and/or any other agreement; (ii) re-assigns to Grantor any and all such right, title and interest that it may have in the Intellectual Property (if any) to Grantor; (iii) agrees that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights to Grantor; and (iv) authorizes and requests that the United States Patent and Trademark Office and the United States Copyright Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Administrative Agent's rights under each of the Second Lien Credit Agreement and the Second Lien Security Agreements, with respect to the Intellectual Property.

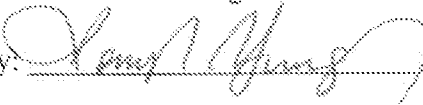
This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

* * * * *

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed, on behalf of itself and the Lenders, by its duly authorized representative effective as of the Effective Date.

JP Morgan Chase Bank, N.A.
as Administrative Agent

By: 

Name: Tony Yung

Title: Executive Director

Schedule A

(Schedule III)
INTELLECTUAL PROPERTY

COPYRIGHTS

REGISTRATION NUMBER	TITLE	DESCRIPTION	DATE REGISTERED
PA-1-059-043	1-800 Contacts testimonial; alt. ti., Save II.	CD-ROM.	23-Nov-01
PA-1-059-044	1-800 Contacts spinning	Videocassette; ½ in.	23-Nov-01
PA-1-062-195	1-800 Contacts testimonial and spinning	Videocassette; ½ in.	23-Nov-01
TX-5-586-244	Source code of 1-800 Contacts website	CD-ROM & Computer Program	23-Aug-02
VA-1-032-662	1800Contacts	Website	23-Oct-00
VA-1-116-652	1-800 Contacts, Inc.	Website	23-Mar-00
VA-1-211-396	1-800 Contacts	Computer Graphics	23-Feb-03
VAu-579-604	Water picture	Photo	23-Mar-03
VAu-635-751	Water picture no. 2	Photo	26-Apr-04
V3556D625	1-800 Contacts testimonial & 8 other titles	Recorded Document	18-Sep-07
V3556D627	1-800 Contacts testimonial (Cd-rom) & 7 other titles.	Recorded Document	18-Sep-07
V3556D626	1-800 Contacts testimonial (Cd-rom) & 8 other titles.	Recorded Document	18-Sep-07
V3522D050	1-800 Contacts testimonial & 7 other titles.	Recorded Document	01-Dec-04

NOTES: The final 3 entries in the table are documents recorded with the US Copyright Office to record various security agreements that have been entered into between 1-800 Contacts, Inc., Zions First National Bank, and JPMorgan Chase Bank.

* Additionally, 2 copyright applications have been filed on the 1800contacts.com and glasses.com websites:

Copyright Applications

	Title	Copyright No.	Date	Owner
1.	1800Contacts.com Homepage	760558110	2012	1-800 Contacts, Inc.
2.	Glasses.com Homepage	760557871	2012	1-800 Contacts, Inc.

PATENTS

H&H NUMBER	FILING DATE	APP. NO.	TITLE	COUNTRY	STATUS
41364.0043	3/11/2005	10/527,383	Contact Lens Package and Storage Case, Holder, and System and Method of Making and Using	USA	PATENTED U.S. Pat. No. 7,832,551
41364.0052	5/24/2006	11/441,515	Contact Lens Package With Unique Left and Right Eye Identification	USA	Abandoned
41364.0056	5/1/2008	11/840,400	Systems and Methods for Identifying Expiration of a Secondary Contact Lens Case	USA	Abandoned
41364.0134	10/11/2010	12/902,103	Contact Lens Package and Storage Case, Holder, and System and Method of	USA	PATENTED U.S. Pat. No. 8,069,979

			Making and Using		
41364.0166	11/01/2011	13/286,840	Contact Lens Package and Storage Case, Holder, and System and Method of Making and Using	USA	Published; Currently Prosecuting
41364.0167	12/06/2011	61/567,475	Systems and Methods for Obtaining a Pupillary Distance Measurement Using a Mobile Computing Device	USA	Pending Provisional
79120.0015	05/23/2012	61/650,983	Systems and Methods to Virtually Try-On Products	USA	Pending Provisional

NOTES: U.S. Pat. App. Nos. 11/441,515 and 11/840,400 were abandoned due to cited prior art.

TRADEMARKS

OWNER	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
1-800 Contacts	1800CONTACTS	2,675,866	1/21/2003
	1800 CONTACTS AND DESIGN	2,731,114	7/1/2003
	WE DELIVER, YOU SAVE	2,558,233	4/9/2002
	THE WORLD'S LARGEST CONTACT LENS STORE.	2,886,220	9/21/2004
	EXACT SAME CONTACT LENSES, DELIVERED TO YOUR DOOR, FOR LESS THAN YOU'RE PAYING NOW	2,693,498	3/4/2003
	EVISION	2,925,885	2/8/2005
	AQUASOFT	2,968,228	7/12/2005
	AQUASOFT	2,865,713	7/20/2004
	AQUASOFT	2,972,908	7/19/2005
	WE MAKE IT SIMPLE	2,927,522	2/22/2005
	AQUASOFT COMPLETE VISION SYSTEM	3,341,065	11/20/2007
	WE'RE THAT PASSIONATE ABOUT EYES	3,895,482	12/21/2010
	WWW.1800CONTACTS.COM AND DESIGN	3,833,550	8/17/2010
	WWW.1800CONTACTS.COM	3,833,549	8/17/2010
	LENSGAUGE	4,102,431	2/21/2012
	LENSGAUGE	4,102,432	2/21/2012
	LENSGAUGE	4,105,326	2/28/2012
	LENSGAUGE	4,105,327	2/28/2012
ARABELLA	4,039,658	10/11/2011	
PAOLO VISCONTI	4,061,234	11/22/2011	