

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
1-800 Contacts, Inc.		01/31/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	60 Livingston Avenue
Internal Address:	Leonardo Transaction EP-MN-WS3C
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107-1419
Entity Type:	National Association: OHIO

PROPERTY NUMBERS Total: 24

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

OP \$615.00 2675866

Registration Number:	4216404	1800CONTACTS
Registration Number:	4102431	LENSGAUGE
Registration Number:	4102432	LENSGAUGE
Registration Number:	4105326	LENSGAUGE
Registration Number:	4105327	LENSGAUGE
Registration Number:	4351896	THE BEST WAY TO GET CONTACTS
Serial Number:	85316313	EVISION
Serial Number:	85746613	OXYSOFT
Serial Number:	85746618	OXISOFT
Serial Number:	86020381	EYEDOCTOR.COM
Serial Number:	86020382	EYEDOCTOR

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2023704761
Email: ipteam@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1025 Vermont Avenue NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F148284
NAME OF SUBMITTER:	Rick Harrison
Signature:	/Rick Harrison/
Date:	01/31/2014

Total Attachments: 7

source=#85553719v1 - (Trademark Security Agreement sent for filing Second Lien)#page2.tif
source=#85553719v1 - (Trademark Security Agreement sent for filing Second Lien)#page3.tif
source=#85553719v1 - (Trademark Security Agreement sent for filing Second Lien)#page4.tif
source=#85553719v1 - (Trademark Security Agreement sent for filing Second Lien)#page5.tif
source=#85553719v1 - (Trademark Security Agreement sent for filing Second Lien)#page6.tif
source=#85553719v1 - (Trademark Security Agreement sent for filing Second Lien)#page7.tif
source=#85553719v1 - (Trademark Security Agreement sent for filing Second Lien)#page8.tif

THE LIENS GRANTED BY THIS INSTRUMENT AND THE RIGHTS AND REMEDIES OF THE AGENT HEREUNDER ARE SUBJECT TO THE TERMS OF THAT CERTAIN INTERCREDITOR AGREEMENT (AS HEREINAFTER DEFINED).

SECOND LIEN TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Leonardo Acquisition Corp., a Delaware corporation (the “**Issuer**”), Leonardo Intermediate Corp., a Delaware corporation (“**Holdings**”), the Subsidiaries of the Borrower from time to time party thereto (including the Grantors), the Lenders party thereto, and U.S. Bank National Association (“**U.S. Bank**”), in its capacity as trustee and as Collateral Agent for the Holders of Notes (in such latter capacity, the “**Agent**”), are parties to that certain Indenture dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Indenture**”) providing for the issuance of the Issuer’s senior secured second lien floating rate notes due 2022 (the “**Notes**”) (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Second Lien Indenture or the Security Agreement (as defined below), as applicable);

WHEREAS, the entities listed on Schedule 1 hereto (collectively, herein referred to as the “**Grantors**”) own the Trademark Collateral (as defined below); and

WHEREAS, pursuant to (i) the Second Lien Indenture, (ii) the Pledge and Security Agreement dated as of the date hereof (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Issuer, Holdings, the Grantors and the other Guarantors party thereto and U.S. Bank, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (iii) certain other Security Documents (including this Second Lien Trademark Security Agreement), each Grantor has secured the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, until the Termination Date, the Grantee shall retain its security interest in the Trademark Collateral granted herein and in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the prompt and

complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby pledges, collaterally assigns, mortgages, transfers, hypothecates and grants to the Grantee, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under each Trademark (as defined in the Security Agreement) and constituting a portion of the Collateral (as defined in the Security Agreement), including, without limitation, each Trademark registration or application therefor referred to in Schedule 2 hereto, whether now owned or existing or hereafter acquired or arising (the "**Trademark Collateral**").


Each Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

For the avoidance of doubt, notwithstanding any other provision of this Second Lien Trademark Security Agreement, the Grantors do not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement).

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 31st day of January, 2014.


1-800 CONTACTS, INC.

By: 
Name: Robert G. Hunter
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement – Second Lien Indenture]

TRADEMARK
REEL: 005205 FRAME: 0930

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Raymond S. Haverstock
Title: Vice President

[Signature Page to Trademark Security Agreement – Second Lien Indenture]

TRADEMARK
REEL: 005205 FRAME: 0931

**Schedule 1
to Trademark
Security Agreement**

GRANTORS

1-800 CONTACTS, INC.

**Schedule 2
to Trademark
Security Agreement**

1-800 CONTACTS, INC.

U.S. TRADEMARK REGISTRATIONS

No.	Mark	Registration Number	Registration Date	Serial Number	Filing Date	Owner
1.	1800CONTACTS	2675866	01/21/2003	75746706	07/08/1999	1-800 Contacts, Inc.
2.	WE DELIVER. YOU SAVE.	2558233	04/09/2002	76118573	08/29/2000	1-800 Contacts, Inc.
3.	1800 CONTACTS & DESIGN	2731114	07/01/2003	76138625	10/02/2000	1-800 Contacts, Inc.
4.	WE MAKE IT SIMPLE	2927522	02/22/2005	76575250	02/12/2004	1-800 Contacts, Inc.
5.	WWW.1800CONTACTS.COM	3833549	08/17/2010	77751475	06/03/2009	1-800 Contacts, Inc.
6.	WWW.1800CONTACTS.COM	3833550	08/17/2010	77751490	06/03/2009	1-800 Contacts, Inc.
7.	WE'RE THAT PASSIONATE ABOUT EYES	3895482	12/21/2010	77962700	03/18/2010	1-800 Contacts, Inc.
8.	EXACT SAME CONTACT LENSES, DELIVERED TO YOUR DOOR, FOR LESS THAN YOU'RE PAYING NOW.	2693498	03/04/2003	78125775	05/02/2002	1-800 Contacts, Inc.
9.	THE WORLD'S LARGEST CONTACT LENS STORE.	2886220	09/21/2004	78125785	05/02/2002	1-800 Contacts, Inc.
10.	AQUASOFT	2865713	07/20/2004	78194265	12/13/2002	1-800 Contacts, Inc.
11.	AQUASOFT	2968228	07/12/2005	78201365	01/08/2003	1-800 Contacts, Inc.
12.	EVISION	2925885	02/08/2005	78223193	03/07/2003	1-800 Contacts, Inc.

No.	Mark	Registration Number	Registration Date	Serial Number	Filing Date	Owner
13.	AQUASOFT COMPLETE VISION SYSTEM	3341065	11/20/2007	78587974	03/15/2005	1-800 Contacts, Inc.
14.	1800CONTACTS	4216404	10/02/2012	85369028	07/12/2011	1-800 Contacts, Inc.
15.	LENSGAUGE	4102431	02/21/2012	85370397	07/13/2011	1-800 Contacts, Inc.
16.	LENSGAUGE	4102432	02/21/2012	85370423	07/13/2011	1-800 Contacts, Inc.
17.	LENSGAUGE & DESIGN	4105326	02/28/2012	85370441	07/13/2011	1-800 Contacts, Inc.
18.	LENSGAUGE & DESIGN	4105327	02/28/2012	85370452	07/13/2011	1-800 Contacts, Inc.
19.	THE BEST WAY TO GET CONTACTS	4351896	06/11/2013	85821654	01/11/2013	1-800 Contacts, Inc.

U.S. TRADEMARK APPLICATIONS

No.	Mark	Registration Number	Registration Date	Serial Number	Filing Date	Owner
14.	EVISION			85316313	05/09/2011	1-800 Contacts, Inc.
15.	OXYSOFT			85746613	10/05/2012	1-800 Contacts, Inc.
16.	OXISOFT			85746618	10/05/2012	1-800 Contacts, Inc.
17.	EYEDOCTOR.COM			86020381	07/25/2013	1-800 Contacts, Inc.
18.	EYEDOCTOR			86020382	07/25/2013	1-800 Contacts, Inc.