

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VSP Holding Company, Inc.		01/17/2014	CORPORATION: DELAWARE
Marchon Eyewear, Inc.		01/17/2014	CORPORATION: NEW YORK
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: 49			
Property Type	Number	Word Mark	
Registration Number:	1653533	ACCUFLEX	
Registration Number:	2199773	ADD-POWER	
Registration Number:	2580254	AIRLOCK	
Registration Number:	1517846	AUTOFLEX	
Registration Number:	2676669	BENDABLES	
Registration Number:	3621188	BENDABLES	
Registration Number:	1989164	BLUE RIBBON	
Registration Number:	2433800	DURAFLEX	
Registration Number:	4039633	EX3D	
Registration Number:	4039634	EX3D	
Registration Number:	4143949	EYE MAKE A DIFFERENCE	
Registration Number:	1526874	EYE-GLASSERY	
Registration Number:	1713331	F	
Registration Number:	1747691	FLEXON	
Serial Number:	85672060	HOT SUNGLASS BAR	
Registration Number:	4415807	HOTSUNGLASSBAR	
Registration Number:	1531740	I-F/X	
Serial Number:	85149684	KISS & KILL	
Serial Number:	77937069	KISS & KILL	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1363046	M
Registration Number:	4016136	M3D
Registration Number:	4086982	M3D
Registration Number:	3982693	M3D
Registration Number:	4122869	M3D
Registration Number:	1369878	MARCHON
Registration Number:	1382403	MARCHON
Registration Number:	2144197	MARCHON
Registration Number:	1922081	MARCHON
Registration Number:	1925082	MARCHON
Registration Number:	1922270	MARCHON
Registration Number:	1928776	MARCHON
Registration Number:	1544397	MARCHON
Registration Number:	1960568	MARCHON
Registration Number:	4029772	MARCHON3D
Registration Number:	2948734	MVP MARCHON VALUED PARTNERS
Registration Number:	1445102	OP-TOPICS
Registration Number:	1416633	ORDERMASTER
Registration Number:	3911376	SX SOLAR EXPRESS
Registration Number:	2776536	SUNCENTER
Registration Number:	1588592	SUNMIRRORS
Registration Number:	1607209	SUNSTAR
Registration Number:	2042285	SUPERTHIN BY MARCHON
Registration Number:	2376178	TANOS
Registration Number:	2957105	TECH-FLEX
Registration Number:	2474283	TIFLEX
Registration Number:	2955609	TI-LIGHT
Registration Number:	3015549	TRES JOLIE
Registration Number:	3336669	ULTRACLIP
Registration Number:	1784010	VERSA-RULE

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) 455-2895

Email: ksolomon@stblaw.com

Correspondent Name: Samantha J. Himelman, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

TRADEMARK

REEL: 005234 FRAME: 0382

Address Line 4:	New York, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	509265/1817
NAME OF SUBMITTER:	Samantha J. Himelman
SIGNATURE:	/sjh/
DATE SIGNED:	03/10/2014
Total Attachments: 9 source=VSP - IP Short Form Agreement Marchon Trademarks (2014)#page1.tif source=VSP - IP Short Form Agreement Marchon Trademarks (2014)#page2.tif source=VSP - IP Short Form Agreement Marchon Trademarks (2014)#page3.tif source=VSP - IP Short Form Agreement Marchon Trademarks (2014)#page4.tif source=VSP - IP Short Form Agreement Marchon Trademarks (2014)#page5.tif source=VSP - IP Short Form Agreement Marchon Trademarks (2014)#page6.tif source=VSP - IP Short Form Agreement Marchon Trademarks (2014)#page7.tif source=VSP - IP Short Form Agreement Marchon Trademarks (2014)#page8.tif source=VSP - IP Short Form Agreement Marchon Trademarks (2014)#page9.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of January 17, 2014 is made by VSP Holding Company, Inc. and Marchon Eyewear, Inc. (the “Borrowers”), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at P.O Box 2558, Houston, Texas 77252, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Amended and Restated Credit Agreement, dated as of January 17, 2014 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among 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 provide the credit facilities described therein upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrowers have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of January 17, 2014 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 Borrowers 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 Borrowers 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 their respective extensions of credit to the Borrowers pursuant to the Credit Agreement, the Borrowers agree, for the ratable benefit of the Secured Parties, 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 Borrowers 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 Borrowers’ 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 Borrowers 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 Borrowers 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.

VSP HOLDING COMPANY, INC.

By: 
Name: Donald J. Ball, Jr.
Title: Senior Vice President & Chief Financial Officer

MARCHON EYEWEAR, INC.

By: 
Name: Donald J. Ball, Jr.
Title: Senior Vice President

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

By: _____
Name:
Title:

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.

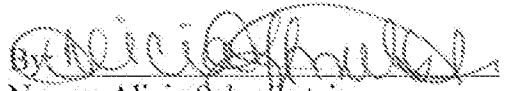
VSP HOLDING COMPANY, INC.

By: _____
Name:
Title:

MARCHON EYEWEAR, INC.

By: _____
Name:
Title:

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



Name: Alicia Schreiberstein
Title: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	COUNTRY	OWNER
ACCUFLEX	74083186	Jul-30-1990	1653533	Aug-13-1991	United States of America	Marchon Eyewear Inc.
ADD-POWER	75349004	Aug-29-1997	2199773	Oct-27-1998	United States of America	Marchon Eyewear Inc.
AIRLOCK	76224081	Mar-13-2001	2580254	Jun-11-2002	United States of America	Marchon Eyewear Inc.
AUTOFLEX	73718991	Mar-28-1988	1517846	Dec-27-1988	United States of America	Marchon Eyewear Inc.
BENDABLES	76260715	May-22-2001	2676669	Jan-21-2003	United States of America	Marchon Eyewear Inc.
BENDABLES	77508137	Jun-25-2008	3621188	May-12-2009	United States of America	Marchon Eyewear Inc.
BLUE RIBBON	74573832	Sep-15-1994	1989164	Jul-23-1996	United States of America	Marchon Eyewear Inc.
DURAFLEX	75373820	Oct-16-1997	2433800	Mar-6-2001	United States of America	Marchon Eyewear Inc.
EX3D	85126052	Sep-9-2010	4039633	Oct-11-2011	United States of America	Marchon Eyewear Inc.
EX3D	85126059	Sep-9-2010	4039634	Oct-11-2011	United States of America	Marchon Eyewear Inc.
EYE MAKE A DIFFERENCE	85257730	Mar-4-2011	4143949	May-15-2012	United States of America	Marchon Eyewear Inc.
EYE-GLASSERY	73736437	Jun-27-1988	1526874	Feb-28-1989	United States of America	Marchon Eyewear Inc.

F	74229924	Dec-21-1991	1713331	Sept-8-1992	United States of America	Marchon Eyewear Inc.
FLEXON	74083962	Jul-31-1990	1747691	Jan-19-1993	United States of America	Marchon Eyewear Inc.
HOT SUNGLASS BAR	85672060	Jul-9-2012			United States of America	Marchon Eyewear Inc.
HOTSUNGLASSBAR	85677945	Jul-16-2012	4415807	Oct-8-2013	United States of America	Marchon Eyewear Inc.
I-F/X	73718197	Mar-21-1988	1531740	Mar-28-1989	United States of America	Marchon Eyewear Inc.
KISS & KILL	85149684	Oct-11-2010			United States of America	Marchon Eyewear Inc.
KISS & KILL	77937069	Feb-16-2010			United States of America	Marchon Eyewear Inc.
M	73504389	Oct-18-1984	1363046	Oct-1-1985	United States of America	Marchon Eyewear Inc.
M3D	85290061	Apr-8-2011	4016136	Aug-23-2011	United States of America	Marchon Eyewear Inc.
M3D	85318924	May-12-2011	4086982	Jan-17-2012	United States of America	Marchon Eyewear Inc.
M3D	85092058	Jul-23-2010	3982693	Jun-21-2011	United States of America	Marchon Eyewear Inc.
M3D	85230227	Jan-31-2011	4122869	Apr-3-2012	United States of America	Marchon Eyewear Inc.
MARCHON	73504533	Oct-18-1984	1369878	Nov-12-1985	United States of America	Marchon Eyewear Inc.
MARCHON	73516362	Jan-7-1985	1382403	Feb-11-1986	United States of America	Marchon Eyewear Inc.
MARCHON	75178824	Oct-9-1996	2144197	Mar-17-1998	United States of America	Marchon Eyewear Inc.
MARCHON	73702282	Dec-21-1987	1922081	Sep-26-1995	United States of America	Marchon Eyewear Inc.
MARCHON	73700852	Dec-14-1987	1925082	Oct-10-1995	United States of America	Marchon Eyewear Inc.

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MARCHON	74064864	Jun-1-1990	1922270	Sep-26-1995	United States of America	Marchon Eyewear Inc.
MARCHON	73700853	Dec-14-1987	1928776	Oct-24-1995	United States of America	Marchon Eyewear Inc.
MARCHON	73736469	Jun-27-1988	1544397	Jun-20-1989	United States of America	Marchon Eyewear Inc.
MARCHON	74020453	Jan-19-1990	1960568	Mar-5-1996	United States of America	Marchon Eyewear Inc.
MARCHON3D	85092056	Jul-23-2010	4029772	Sep-20-2011	United States of America	Marchon Eyewear Inc.
MVP MARCHON VALUED PARTNERS	76375979	Feb-26-2002	2948734	May-10-2005	United States of America	Marchon Eyewear Inc.
OP-TOPICS	73600287	May-23-1986	1445102	Jun-30-1987	United States of America	Marchon Eyewear Inc.
ORDERMASTER	73596904	May-5-1986	1416633	Nov-11-1986	United States of America	Marchon Eyewear Inc.
S.X SOLAR EXPRESS	77188956	May-23-2007	3911376	Jan-25-2011	United States of America	Marchon Eyewear Inc.
SUNCENTER	76365661	Jan-31-2002	2776536	Oct-21-2003	United States of America	Marchon Eyewear Inc.
SUNMIRRORS	73776788	Jan-26-1989	1588592	Mar-27-1990	United States of America	Marchon Eyewear Inc.
SUNSTAR	73778754	Feb-6-1989	1607209	Jul-24-1990	United States of America	Marchon Eyewear Inc.
SUPERTHIN BY MARCHON	74600586	Nov-18-1994	2042285	Mar-4-1997	United States of America	Marchon Eyewear Inc.
TANOS	75683878	Apr-16-1999	2376178	Aug-8-2000	United States of America	Marchon Eyewear Inc.
TECH-FLEX	78344867	Dec-23-2003	2957105	May-31-2005	United States of America	Marchon Eyewear Inc.
TIFLEX	75761629	Jul-27-1999	2474283	Jul-31-2001	United States of America	Marchon Eyewear Inc.
TI-LIGHT	78223674	Mar-10-2003	2955609	May-24-2005	United States of America	Marchon Eyewear Inc.

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TRES JOLIE	78487242	Sep-21-2004	3015549	Nov-15-2005	United States of America	Marchon Eyewear Inc.
ULTRACLIP	78769815	Dec-8-2005	3336669	Nov-13-2007	United States of America	Marchon Eyewear Inc.
VERSA-RULE	74325790	Oct-26-1992	1784010	Jul-27-1993	United States of America	Marchon Eyewear Inc.