

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM298077

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Lasik Vision Institute, LLC		03/13/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Regions Bank		
<b>Street Address:</b>	150 4th Avenue North		
<b>Internal Address:</b>	10th Floor		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37219		
<b>Entity Type:</b>	banking corporation: ALABAMA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3349073	BETTER VISION. BETTER VALUE.	
<b>Registration Number:</b>	3179001	THE LASIK VISION INSTITUTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048817777		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	404-881-7000		
<b>Email:</b>	betsy.perkins@alston.com		
<b>Correspondent Name:</b>	Laura Kees		
<b>Address Line 1:</b>	1201 W. Peachtree Street		
<b>Address Line 2:</b>	c/o Alston & Bird LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-3424		
<b>ATTORNEY DOCKET NUMBER:</b>	112180/440648		
<b>NAME OF SUBMITTER:</b>	Laura Kees		
<b>SIGNATURE:</b>	/Laura Kees/		
<b>DATE SIGNED:</b>	03/13/2014		
<b>Total Attachments: 4</b>			
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GRANT OF SECURITY INTEREST IN  
TRADEMARKS

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This GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March 13, 2014 (as amended, restated, supplemented or otherwise modified from time to time, this "Grant"), is made by THE LASIK VISION INSTITUTE, LLC, a Delaware limited liability company (the "Grantor") having its principal offices at 200 Palm Beach Lakes Blvd., Suite 800, West Palm Beach, FL 33409, in favor of REGIONS BANK, in its capacity as collateral agent (in such capacity, the "Grantee") for the Secured Parties (as such term, and all other capitalized terms used herein without definition, are defined in that certain Security Agreement, dated as of the date hereof, executed by the Grantor, LVI Intermediate Holdings, Inc. and the other grantors from time to time party thereto in favor of the Grantee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement")) with principal offices at 150 4<sup>th</sup> Avenue North, 10<sup>th</sup> Floor, Nashville, TN 37219. Under the terms of the Security Agreement, the Grantor has granted to the Grantee, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Grant for recording with the U.S. Patent and Trademark Office.

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby assigns and grants to the Grantee, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Marks") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof, (ii) all Proceeds of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising after the date hereof for infringement of any of the Marks or unfair competition regarding the same (the rights and interests described in clauses (i), (ii), (iii) and (iv), collectively, the "IP Collateral").

This Grant is made to secure the satisfactory performance and payment of all the Secured Obligations, and is made in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. Upon the termination of the Security Agreement in accordance with its terms, the Grantee shall provide written documentation as required therein and in accordance therewith to evidence the release of Grantee's liens and security interests in the IP Collateral under this Grant.

This Grant may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Grant by facsimile or any other electronic method of transmission shall be effective as delivery of a manually executed counterpart of this Grant.

THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES  
HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND  
ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Trademarks as of the date first referenced above.

THE LASIK VISION INSTITUTE, LLC, as  
Grantor

By: 

Name: Ben L. Cook

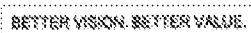

Title: President, CEO, CFO, Secretary &  
Treasurer

*(Signature Page to Trademark Security Agreement)*

TRADEMARK  
REEL: 005236 FRAME: 0811

SCHEDULE A

TRADEMARKS

<b>TRADEMARK</b>	<b>STATUS</b>	<b>SERVICES</b>
BETTER VISION. BETTER VALUE.  App. No.:76-663722 Reg. No.:3,349,073	Registered 8 & 15 May 30, 2013	(Int'l Class: 35) Retail store services featuring eyeglasses, sunglasses, frames and lenses for eyeglasses and sunglasses, and contact lenses (Int'l Class: 44) Laser vision surgery services
THE LASIK VISION INSTITUTE and Design  App. No.:76-638853 Reg. No.:3,179,001	Registered 8 & 15 February 28, 2013	(Int'l Class: 44) Medical services, namely, laser vision surgery, surgical correction and treatment of the eyes

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.