

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298279

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Vision, Inc.		03/13/2014	CORPORATION: GEORGIA
Arlington Contact Lens Service, Inc.		03/13/2014	CORPORATION: OHIO
Consolidated Vision Group, Inc.		03/13/2014	CORPORATION: DELAWARE
Eyeglass World, LLC		03/13/2014	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as collateral agent
<b>Street Address:</b>	1585 Broadway
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	Bank: UNITED STATES

## PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Registration Number:	3728443	ACTIVELITE
Registration Number:	3977909	ACTIVELITE PLUS
Registration Number:	4064354	AGILITY
Registration Number:	4047863	AMERICA'S BEST CONTACTS & EYEGLASSES
Registration Number:	4047865	BEST CONTACTS
Registration Number:	3947974	BRONX
Registration Number:	3343517	COMMOTION
Registration Number:	3394519	CONFECTIONS
Registration Number:	3252237	CUSTOMLITES
Registration Number:	3576172	DIGIMAX
Registration Number:	3343532	DURABRITE
Registration Number:	3359665	DURASHIELD
Registration Number:	4047914	EYECARE CLUB
Registration Number:	4065893	EYECARE CLUB EYE EXAMS FREE. CONTACT LEN
Registration Number:	4047864	EYEGLASS WORLD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3947975	HELIX
Registration Number:	3947984	IN YOUR FACE
Registration Number:	3343519	JUDITH ST. JAMES
Registration Number:	4079017	JUST!
Registration Number:	3751326	KIDS GEAR EYEGLASSES
Registration Number:	4047867	KIDSGEAR
Registration Number:	4064355	LEGACY LANE
Registration Number:	3347455	MARYLAND
Registration Number:	3977515	MINI COMMOTION
Registration Number:	4069669	MINI SPADA
Registration Number:	3977767	N + B
Registration Number:	2719004	NATIONAL VISION
Registration Number:	2719005	NATIONAL VISION INC
Registration Number:	3312175	NEVERGLARE
Registration Number:	4065898	NEVERGLARE ADVANTAGE
Registration Number:	3347650	NEVERGLARE ADVANTAGE
Registration Number:	3175562	OLIVIA MICHAELS
Registration Number:	3447621	ROBERT LATOUR
Registration Number:	3343097	SERENDIPITY
Registration Number:	3343524	SHOW OFF
Registration Number:	3970738	SOFMED BREATHABLES
Registration Number:	2547475	SUREVALUE
Registration Number:	2486436	SUREVALUE
Registration Number:	3343526	TATTLE
Registration Number:	3546950	ULTRATHIN PLUS
Registration Number:	3575998	VANISH
Registration Number:	3972797	VERILITE
Registration Number:	3972798	VERITHIN
Registration Number:	4460754	WILD CHILD
Registration Number:	3343527	ZERO 2 SIXTY
Registration Number:	3242218	AC LENS
Registration Number:	2299951	1-800-TWO-PAIR
Registration Number:	2172274	AMERICA'S BEST CONTACTS & EYEGLASSES
Registration Number:	3225395	AMERICA'S BEST
Registration Number:	2145797	E
Registration Number:	2657065	OUTPOST
Registration Number:	1866241	SOFMED
Registration Number:	3190487	EYEGLASS WORLD
Registration Number:	3099755	EYEGLASS WORLD

**TRADEMARK**

Property Type	Number	Word Mark
Serial Number:	86039538	AMERICA'S BEST
Serial Number:	85909854	EYE ROCK CLUB
Serial Number:	85847632	EYELAB

**CORRESPONDENCE DATA**

**Fax Number:** 3026365454

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

**Phone:** 800-927-9801 x 62348

**Email:** jpaterso@cscinfo.com

**Correspondent Name:** Corporation Service Company

**Address Line 1:** 1090 Vermont Avenue NW, Suite 430

**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20005

**ATTORNEY DOCKET NUMBER:** 053655

**NAME OF SUBMITTER:** Jean Paterson

**SIGNATURE:** /jep/

**DATE SIGNED:** 03/17/2014

**Total Attachments: 8**

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**SECOND LIEN GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of March 13, 2014, is made by National Vision, Inc., a Georgia corporation, Consolidated Vision Group, Inc., a Delaware corporation, Eyeglass World, LLC, a Delaware corporation and Arlington Contact Lens Service, Inc., Ohio corporation (collectively, the "Grantors"), in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Second Lien Credit Agreement, dated as of March 13, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Nautilus Acquisition Holdings, Inc., a Delaware corporation, Nautilus Merger Sub, LLC, a Delaware limited liability company, Vision Holding Corp., a Delaware corporation, National Vision, Inc., a Georgia corporation, the Lenders from time to time party thereto, and Morgan Stanley Senior Funding, Inc., as the Administrative Agent and the Collateral Agent.

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of March 13, 2014 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors have pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans, each Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

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 Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. 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. The security interest granted hereby has been granted to the Secured Parties in connection with

the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

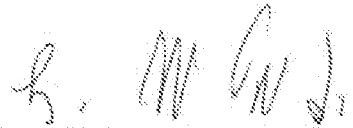
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

NATIONAL VISION, INC.,  
as a Grantor

By:

  
Name: L. Reade Fahs, Jr.  
Title: Chief Executive Officer

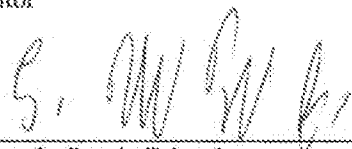
ARLINGTON CONTACT LENS SERVICE,  
INC.,  
as a Grantor

By:

Name: Peter M. Clarkson  
Title: President

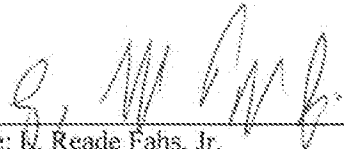
CONSOLIDATED VISION GROUP, INC.,  
as a Grantor

By:

  
Name: L. Reade Fahs, Jr.  
Title: Chief Executive Officer

EYEGLOSS WORLD, LLC,  
as a Grantor

By:

  
Name: L. Reade Fahs, Jr.  
Title: President and Chief Executive Officer

*[signature page of Second Lien Trademark Security Agreement]*

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.

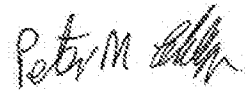
NATIONAL VISION, INC.,  
as a Grantor

By:

.....  
Name: L. Reade Fahs, Jr.  
Title: Chief Executive Officer

ARLINGTON CONTACT LENS SERVICE,  
INC.,  
as a Grantor

By:

  
.....  
Name: Peter M. Clarkson  
Title: President

CONSOLIDATED VISION GROUP, INC.,  
as a Grantor

By:

.....  
Name: L. Reade Fahs, Jr.  
Title: Chief Executive Officer

EYEGLOSS WORLD, LLC,  
as a Grantor

By:

.....  
Name: L. Reade Fahs, Jr.  
Title: President and Chief Executive  
Officer

*[signature page of Second Lien Trademark Security Agreement]*

MORGAN STANLEY SENIOR FUNDING, INC.,  
as the Collateral Agent

By: Julie Lilienfeld  
Name: Julie Lilienfeld  
Title: Authorized Signatory

*[signature page of Second Lien Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005238 FRAME: 0106**



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Owner</b>	<b>Mark</b>	<b>Application #</b>	<b>Application Date</b>	<b>Registration #</b>	<b>Registration Date</b>
National Vision, Inc.	ACTIVELITE (word)	78/881973	5/11/2006	3,728,443	12/22/2009
National Vision, Inc.	ACTIVELITE PLUS (word)	85/170,900	11/6/2010	3,977,909	6/14/2011
National Vision, Inc.	AGILITY (word)	85/111,994	8/20/2010	4,064,354	11/29/2011
National Vision, Inc.	AMERICA'S BEST CONTACTS & EYEGLASSES (word)	85/123,604	9/6/2010	4,047,863	11/1/2011
National Vision, Inc.	BEST CONTACTS (word)	85/123,623	9/6/2010	4,047,865	11/1/2011
National Vision, Inc.	BRONX (word)	85/159,747	10/23/2010	3,947,974	4/19/2011
National Vision, Inc.	COMMOTION (word)	77/132,397	3/15/2007	3,343,517	11/27/2007
National Vision, Inc.	CONFECTIONS (word)	77/223,701	7/6/2007	3,394,519	3/11/2008
National Vision, Inc.	CUSTOMLITES	78,401,878	4/14/2004	3,252,237	6/12/2007
National Vision, Inc.	DIGIMAX	77/569,181	9/12/2008	3,576,172	2/17/2009
National Vision, Inc.	DURABRITE	77,132,615	3/15/2007	3,343,532	11/27/2007
National Vision, Inc.	DURASHIELD (word)	78/881,984	5/11/2006	3,359,665	12/25/2007
National Vision, Inc.	EYECARE CLUB (word)	85/131,703	9/16/2010	4,047,914	11/1/2011
National Vision, Inc.	EYECARE CLUB EYE EXAM FREE. CONTACT LENSES FOR LESS. (design)	85/170,430	11/5/2010	4,065,893	12/6/2011
National Vision, Inc.	EYEGLASS WORLD (word)	85/123,613	9/6/2010	4,047,864	11/1/2011
National Vision, Inc.	HELIX (word)	85-159,750	10/23/2010	3,947,975	4/19/2011
National Vision, Inc.	IN YOUR FACE (word)	85-164,237	10/28/2010	3,947,984	4/19/2011
National Vision, Inc.	JUDITH ST. JAMES (word)	77/132439	3/15/2007	3,343,519	11/27/2007
National Vision, Inc.	JUST! (word)	85/165,219	10/29/2010	4,079,017	1/3/2012

National Vision, Inc.	KIDS GEAR EYEGLASSES Plus Design	77/660027	1/30/2009	3,751,326	2/23/2010
National Vision, Inc.	KIDSGEAR (word)	85/124,018	9/7/2010	4,047,867	11/1/2011
National Vision, Inc.	LEGACY LANE (word)	85/112,003	8/20/2010	4,064,355	11/29/2011
National Vision, Inc.	MARYLAND (word)	77,132,499	3/15/2007	3,347,455	12/4/2007
National Vision, Inc.	MINI COMMOTION (word)	85/165,250	10/29/2010	3,977,515	6/14/2011
National Vision, Inc.	MINI SPADA (word)	85/169,562	11/4/2010	4,069,669	12/13/2011
National Vision, Inc.	N + B (word)	85/168,700	11/3/2010	3,977,767	6/14/2011
National Vision, Inc.	NATIONAL VISION (word)	76/418,238	6/15/2002	2,719,004	5/27/2003
National Vision, Inc.	NATIONAL VISION INC. (logo)	76/418,240	6/15/2002	2,719,005	5/27/2003
National Vision, Inc.	NEVERGLARE (word)	78/881,989	5/11/2006	3,312,175	10/16/2007
National Vision, Inc.	NEVERGLARE ADVANTAGE & design	85/170,913	11/6/2010	4,065,898	12/6/2011
National Vision, Inc.	NEVERGLARE ADVANTAGE (word)	77/135142	3/20/2007	3,347,650	12/4/2007
National Vision, Inc.	OLIVIA MICHAELS (word)	78/693,880	8/16/2005	3,175,562	11/21/2006
National Vision, Inc.	ROBERT LATOUR (word)	77,132,568	3/15/2007	3,447,621	6/17/2008
National Vision, Inc.	SERENDIPITY (word)	77,122,630	3/5/2007	3,343,097	11/27/2007
National Vision, Inc.	SHOW OFF (word)	77,132,529	3/15/2007	3,343,524	11/27/2007
National Vision, Inc.	SOFMED BREATHABLES (word)	85/170,273	11/5/2010	3,970,738	5/31/2011
National Vision, Inc.	SUREVALUE (word) (for glasses)	75/044,426	1/16/1996	2,547,475	3/12/2002
National Vision, Inc.	SUREVALUE (word) (for lenses)	75/324,077	7/14/1997	2,486,436	9/11/2001
National Vision, Inc.	TATTLE (word)	77,132,538	3/15/2007	3,343,526	11/27/2007
National Vision, Inc.	ULTRATHIN PLUS (word)	78/920,106	6/29/2006	3,546,950	12/16/2008
National Vision, Inc.	VANISH (word)	77/520334	7/11/2008	3,575,998	2/17/2009
National Vision, Inc.	VERILITE (word)	85/000615	3/29/2010	3,972,797	6/7/2011

National Vision, Inc.	VERITHIN (word)	85/000657	3/29/2010	3,972,798	6/7/2011
National Vision, Inc.	WILD CHILD	85/181,865	11/20/2010	4,460,754	1/7/2014
National Vision, Inc.	ZERO 2 SIXTY (word)	77,132,552	3/15/2007	3,343,527	11/27/2007
Arlington Contact Lens Service, Inc.	AC LENS	78,930,827	7/17/2006	3,242,218	5/15/2007
Consolidated Vision Group, Inc.	1-800-TWO-PAIR (word)	75/581,901	11/3/1998	2,299,951	12/14/1999
Consolidated Vision Group, Inc.	AMERICA'S BEST CONTACTS & EYEGLASSES Plus Design	75/149,951	8/14/1996	2,172,274	7/14/1998
Consolidated Vision Group, Inc.	AMERICA'S BEST Plus Flag "E" & Eyeglasses Design	76/551,473	9/25/2003	3,225,395	4/3/2007
Consolidated Vision Group, Inc.	E Plus Design	75/149,954	8/14/1996	2,145,797	3/24/1998
Consolidated Vision Group, Inc.	OUTPOST	76/195,387	1/18/2001	2,657,065	12/3/2002
Consolidated Vision Group, Inc.	SOFMED	74/314,472	9/16/1992	1,866,241	12/6/1994
Eyeglass World, LLC	EYEGLASS WORLD (logo - linear)	76620751	11/16/2004	3,190,487	1/2/2007
Eyeglass World, LLC	EYEGLASS WORLD (logo - stacked)	76620785	11/16/2004	3,099,755	6/6/2006
<b>Owner</b>	<b>Mark</b>	<b>Application #</b>	<b>Application Date</b>		
National Vision, Inc.	AMERICA'S BEST (word)	86/039,538	8/15/2013		
National Vision, Inc.	EYE ROCK CLUB (word)	85/909,854	4/19/2013	Suspended 12/6/2013 pending determination of status of competing mark	
National Vision, Inc.	EYELAB	85/847,632	2/12/2013	Abandoned 12/5/2013	