TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311829

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jobson Medical Information LLC		07/21/2014	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Administrative Agent
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	3171209	20/20 EUROPE
Registration Number:	1082467	20/20
Registration Number:	3934084	CENSUS
Registration Number:	3226610	E-CONNECT
Registration Number:	3142042	EYEFIND
Registration Number:	4238658	EYEREP
Registration Number:	4093732	EYETRENDS
Registration Number:	3896253	EYE VOTE
Registration Number:	3896251	EYEVOTE
Registration Number:	4224000	FASTTRACK
Registration Number:	4403685	GEOMETRICS
Registration Number:	3893996	INSIGHT
Registration Number:	3144741	JOBSON
Registration Number:	4474417	JOBSON INTERACTIVE
Registration Number:	4474423	JOBSON INTERACTIVE
Registration Number:	3229688	KIDZBIZ
Registration Number:	4543169	NEIRB
Registration Number:	4411192	NEW ENGLAND INSTITUTIONAL REVIEW BOARD
Registration Number:	2205697	OPTISTOCK

CH $1140.00 3171209

Property Type	Number	Word Mark
Registration Number:	3773335	PHARMQD
Registration Number:	3804509	PHARMQD
Registration Number:	3804510	PHARMQD
Registration Number:	3085093	REVIEW OF OPHTHALMOLOGY
Registration Number:	4217837	REVIEW OF CORNEA & CONTACT LENSES
Registration Number:	3950432	REVIEW OF OPTOMETRY
Registration Number:	2927516	REVIEW OF OPTOMETRY
Registration Number:	3950434	REVIEW OF OPTOMETRY
Registration Number:	4001965	REVIEW OF OPTOMETRY
Registration Number:	3893813	SIGHTNATION
Registration Number:	3893809	SIGHTNATION
Registration Number:	3916475	SIGHTNATION
Registration Number:	3925034	SIGHT NATION
Registration Number:	3925035	SIGHT NATION
Registration Number:	3925036	SIGHT NATION
Registration Number:	3229673	SUNVISION
Registration Number:	3079675	U.S. PHARMACIST
Registration Number:	3893995	VIEWPOINT
Registration Number:	3079541	VISION MONDAY
Registration Number:	3085194	VMAIL
Registration Number:	3334550	WO WOMEN IN OPTOMETRY
Serial Number:	85965628	EYE 2
Serial Number:	86189612	VM
Serial Number:	86192737	VM
Serial Number:	86202689	WOMEN IN OPTOMETRY
Serial Number:	86255349	WOMEN IN OPTOMETRY

CORRESPONDENCE DATA

Fax Number: 2149813400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2001 Ross Avenue, Suite 3600

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	60397-30030
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/

DATE SIGNED:	07/25/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 21, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wilmington Trust, National Association ("Wilmington Trust"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of July 21, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrowers, Holdings, the other Credit Parties, the Lenders from time to time party thereto and Wilmington Trust, as Agent for the Lenders, and the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JOBSON MEDICAL INFORMATION LLC

By: _____
Name: Derek Winston
Title: Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR

State of Pennsylvania)
) ss.
County of Delaware)

On this 10th day of July, 2014 before me personally appeared Derek Winston, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of JOBSON MEDICAL INFORMATION LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its sole managing member and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Geraldine Sobel
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Geraldine Sobel, Notary Public
Newtown Twp., Delaware County
My Commission Expires Aug. 15, 2014
Member, Pennsylvania Association of Notaries

Signature Page to Trademark Security Agreement

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Agent

By:_____
Name: Jeffery Rose
Title: Vice President

Signature Page to Trademark Security Agreement

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Trademark	Registration No.	Registration Date
20/20 EUROPE	Reg. 3,171,209	November 14, 2006
20/20 logo	Reg. 1,082,467	January 17, 1978
CENSUS	Reg. 3,934,084	March 22, 2011
E-CONNECT	Reg. 3,226,610	April 10, 2007
EYEFIND	Reg. 3,142,042	September 12, 2006
EYEREP	Reg. 4,238,658	November 6, 2012
EYETRENDS	Reg. 4,093,732	January 31, 2012
EYE VOTE	Reg. 3,896,253	December 28, 2010
EYEVOTE	Reg. 3,896,251	December 28, 2010
FASTTRACK	Reg. 4,224,000	October 16, 2012
GEOMETRICS	Reg. 4,403,685	September 17, 2013
INSIGHT	Reg. 3,893,996	December 21, 2010
JOBSON	Reg. 3,144,741	September 19, 2006
JOBSON INTERACTIVE	Reg. 4,474,417	January 28, 2014
JOBSON INTERACTIVE	Reg. 4,474,423	January 28, 2014
KIDZBIZ	Reg. 3,229,688	April 17, 2007
NEIRB	Reg. 4,543,169	June 3, 2014
NEW ENGLAND INSTITUTIONAL REVIEW BOARD	Reg. 4,411,192	October 1, 2013
OPTISTOCK	Reg. 2,205,697	November 24, 1998
PHARMQD	Reg. 3,773,335	April 6, 2010
PHARMQD	Reg. 3,804,509	June 15, 2010
PHARMQD	Reg. 3,804,510	June 15, 2010
REVIEW OF OPHTHALMOLOGY	Reg. 3,085,093	April 25, 2006
REVIEW OF CORNEA & CONTACT LENSES	Reg. 4,217,837	October 2, 2012
REVIEW OF OPTOMETRY	Reg. 3,950,432	April 26, 2011
REVIEW OF OPTOMETRY	Reg. 2,927,516	February 22, 2005
REVIEW OF OPTOMETRY	Reg. 3,950,434	April 26, 2011
REVIEW OF OPTOMETRY	Reg. 4,001,965	July 26, 2011
SIGHTNATION	Reg. 3,893,813	December 21, 2010
SIGHTNATION	Reg. 3,893,809	December 21, 2010
SIGHTNATION	Reg. 3,916,475	February 8, 2011

Trademark	Registration No.	Registration Date
SIGHT NATION and design	Reg. 3,925,034	March 1, 2011
SIGHT NATION and design	Reg. 3,925,035	March 1, 2011
SIGHT NATION and design	Reg. 3,925,036	March 1, 2011
SUNVISION	Reg. 3,229,673	January 30, 2007
US PHARMACIST	Reg. 3,079,675	April 11, 2006
VIEWPOINT	Reg. 3,893,995	December 21, 2010
VISION MONDAY	Reg. 3,079,541	April 11, 2006
VMAIL	Reg. 3,085,194	April 25, 2006
WO WOMEN IN OPTOMETRY and design	Reg. 3,334,550	November 13, 2007

Pending Trademarks

Trademark	Serial No.	Filing Date
EYE2	85965628	June 20, 2013
VM	86189612	February 10, 2014
VM	86192737	February 13, 2014
WOMEN IN OPTOMETRY	86202689	February 24, 2014
WOMEN IN OPTOMETRY	86255349	April 17, 2014