

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VISION SOURCE L.P.		08/28/2014	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	GCI CAPITAL MARKETS LLC, as Administrative Agent		
Street Address:	551 Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4388539	VISION SOURCE	
Registration Number:	4151408	VISION SOURCE	
Registration Number:	4570066	VISION SOURCE ESSENTIALS	
Serial Number:	86063428	FRESH DAY	
Registration Number:	4569123	THE EXCHANGE	
Registration Number:	4573106		
Registration Number:	4543805	VS	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>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.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6483.023		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$190.00 4388539

SIGNATURE:	/njb/
DATE SIGNED:	08/28/2014
Total Attachments: 4 source=Trademark Amendment (Vision Source)#page1.tif source=Trademark Amendment (Vision Source)#page2.tif source=Trademark Amendment (Vision Source)#page3.tif source=Trademark Amendment (Vision Source)#page4.tif	

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT ("Agreement") by and between VISION SOURCE L.P., a Texas limited partnership ("Grantor"), in favor of GCI CAPITAL MARKETS LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent") is dated as of August 28, 2014.

WITNESSETH:

WHEREAS, Grantor and Administrative Agent entered into that certain Trademark Security Agreement, dated as of April 13, 2011 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement");

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in additional Trademarks (the "New Trademarks"); and

WHEREAS, Grantor and Administrative Agent have agreed to amend the Trademark Security Agreement in order to supplement Schedule A thereto to add the New Trademarks to such Schedule A.

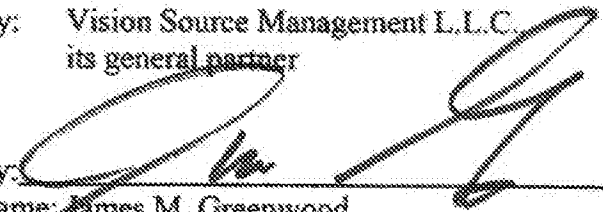
NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Schedules. Schedule A to the Trademark Security Agreement shall be deemed to refer to Schedule A as amended by the addition of the New Trademarks scheduled on Schedule A attached hereto.
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.
3. Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

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

VISION SOURCE L.P.

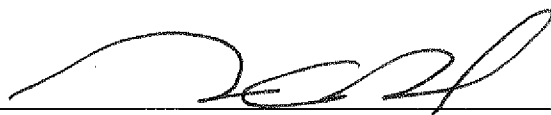
By: Vision Source Management L.L.C.
its general partner

By: 
Name: James M. Greenwood
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,
as Administrative Agent

By: GC Advisors LLC, its sole member

By: 

Name: Marc C. Robinson

Title: Managing Director

Schedule A

Registered Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Vision Source (stylized)	U.S.	4388539	4/2/2011	8/20/2013
Vision Source (stylized)	U.S.	4151408	4/2/2011	5/29/2012
VISION SOURCE ESSENTIALS	U.S.	4570066	11/22/2013	7/15/2014
FRESH DAY	U.S.	86063428	9/12/2013	Pending
THE EXCHANGE	U.S.	4569123	1/21/2013	7/15/2014
Design for Eye/Smile Logo	U.S.	4573106	11/16/2012	7/22/2014
Design Logo for Signature Eye & Dental Care	U.S.	4543805	11/16/2012	6/3/2014
Vision Source (stylized)	Canada	TMA858100	7/6/2011	8/20/2013
Vision Source (stylized)	Canada	1535628	7/6/2011	Pending
VS (stylized monogram)	Canada	1549903	10/25/2011	Pending
VS (stylized monogram)	Canada	1549904	10/25/2011	Pending
PALZ	Canada	1594783	9/12/2012	Pending
Design for Eye/Smile Logo	Canada	1627845	5/16/2013	Pending
Design Logo for Signature Eye & Dental Care	Canada	1627846	5/16/2013	Pending
FRESH DAY	Canada	1682828	6/25/2014	Pending
FRESH 30	Canada	1682829	6/25/2014	Pending