

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325355

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capital Vision Services, LLC		12/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GCI Capital Markets LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2007443	DOCTORS VISION CENTER	
Registration Number:	2185540	THE CENTER FOR VISUAL LEARNING AT DOCTOR	
Registration Number:	2202801	WE PUT THE DOCTOR IN VISION CARE	
Registration Number:	2672981	MYEYEDR.	
Registration Number:	3201362	EYE CARE ASSOCIATES	
Registration Number:	3205574	COMPUSIGHT	
Registration Number:	3277405		
Registration Number:	3336508	EYEOPTIX	
Registration Number:	3665982	THE CENTER FOR VISUAL LEARNING & REHABIL	
Registration Number:	3688359	FOR A LIFETIME OF SEEING AND LOOKING YOU	
Registration Number:	3911877	HIGH PERFORMANCE VISION	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergekohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste 3300		
		TRADEMARK	

OP \$290.00 2007443

Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	6483.055
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	12/07/2014
Total Attachments: 5 source=EXECUTED - First Amendment to Trademark Security Agreement#page1.tif source=EXECUTED - First Amendment to Trademark Security Agreement#page2.tif source=EXECUTED - First Amendment to Trademark Security Agreement#page3.tif source=EXECUTED - First Amendment to Trademark Security Agreement#page4.tif source=EXECUTED - First Amendment to Trademark Security Agreement#page5.tif	

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT ("Amendment"), is dated as of December 1, 2014, and is entered into by and between CAPITAL VISION SERVICES, LLC, a Delaware limited liability company ("Grantor"), and GCI CAPITAL MARKETS LLC, a Delaware limited liability company, in its capacity as administrative agent ("Administrative Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 3, 2012, by and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Lenders party thereto from time to time (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement dated as of December 3, 2012, by and among Grantor, the other grantors party thereto, and the Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations under the Credit Agreement and other Loan Documents, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising;

WHEREAS, in connection with the Security Agreement, and in order to secure Grantor's Obligations, Grantor and Administrative Agent entered into that certain Trademark Security Agreement dated as of December 3, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Trademark Security Agreement"); and

WHEREAS, Grantor and Administrative Agent have agreed to amend the Trademark Security Agreement in order to amend and restate Schedule A thereto.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement.
2. **AMENDED AND RESTATED SCHEDULE A.** Schedule A of the Trademark Security Agreement is hereby amended and restated on the attached Exhibit A.
3. **EXECUTION IN COUNTERPARTS.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart. Delivery of

an executed counterpart of a signature page of this Amendment by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Amendment.

4. **GOVERNING LAW.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature Page Follows]

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

CAPITAL VISION SERVICES, LLC

By: Sue Downes
Name: SUE DOWNES
Title: President & CEO

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

CAPITAL VISION SERVICES, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,
as Administrative Agent

By: GC Advisors LLC, its Sole Member,

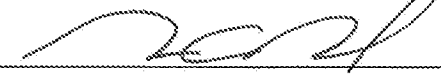
By:  _____
Name: _____
Title: _____

EXHIBIT A

Registered Trademarks

TRADEMARK	FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
DOCTORS VISION CENTER	2007443	10/15/1996
THE CENTER FOR VISUAL LEARNING [Logo Design]	2185540	9/1/1998
WE PUT THE DOCTOR IN VISION CARE	2202801	11/10/1998
MYEYEDR.	2672981	1/7/2003
EYE CARE ASSOCIATES	3201362	1/23/2007
COMPUSIGHT	3205574	2/6/2007
[Design Only]	3277405	8/7/2007
EYEOPTIX	3336508	11/13/2007
THE CENTER FOR VISUAL LEARNING AND REHABILITATIVE THERAPY [Logo Design]	3665982	8/11/2009
FOR A LIFETIME OF SEEING AND LOOKING YOUR BEST	3688359	9/29/2009
HIGH PERFORMANCE VISION	3911877	1/25/2011