

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eyemart Express LLC		12/18/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A., as administrative agent		
Street Address:	7711 Plantation Road, MAC#R4058-017		
City:	Roanoke		
State/Country:	VIRGINIA		
Postal Code:	24019		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4269207	DB VISION	
Registration Number:	3897109	DR BARNES' EYEMART EXPRESS	
Registration Number:	4502043	DR. BARNES' EYEWEAR EXPRESS	
Registration Number:	3897110	DR BARNES' VISION 4 LESS	
Registration Number:	3843419	DR. BARNES' EYEMART EXPRESS	
Registration Number:	3843420	DR. BARNES' VISION 4 LESS	
Registration Number:	4110527	DR. BARNES' VISION 4 LESS	
Registration Number:	3950920	DR. BARNES' VISIONMART EXPRESS	
Registration Number:	1999527	EYEMART EXPRESS	
Registration Number:	4056376	EYEMART EXPRESS	
Registration Number:	3022421	VISION 4 LESS	
Registration Number:	4066623	VISION 4 LESS	
Registration Number:	3022422	VISION 4 LESS	
Registration Number:	4056374	VISION 4 LESS	
Registration Number:	3877636	VISIONMART EXPRESS	
Registration Number:	4056377	VISIONMART EXPRESS	
Serial Number:	86191573	EYEWEAR EXPRESS	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 4269207

Fax Number: 8668265420

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: 301-638-0511

Email: penelope@ipresearchplus.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue, Ste 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	COS1-39877
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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SIGNATURE:	/pja/
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DATE SIGNED:	12/19/2014
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Total Attachments: 6

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EXECUTION VERSION

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of December 18, 2014 (this "Agreement"), among Eyemart Express LLC, a Delaware limited liability company (the "Borrower"), the other Loan Parties from time to time party hereto and Wells Fargo Bank, N.A. ("Wells Fargo"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of December 18, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and Wells Fargo, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of December 18, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other Loan Parties from time to time party thereto and Wells Fargo, as Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Loan Parties party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) (i) all letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar office in any other country, including those listed on Schedule I, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on

Schedule II, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

Notwithstanding the foregoing in no event shall Patent and Trademark Collateral include "intent-to-use" trademark or service mark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EYEMART EXPRESS LLC,

By: 

Name: H. Douglas Barnes, Jr.

Title: Vice President & Secretary

[EyeMart – Signature Page to Patent and Trademark Security Agreement]

WELLS FARGO BANK, N.A.,
as Administrative Agent

By: 

Name: Luke Harbinson

Title: Director

SCHEDULE I

Patent Licenses Owned by Eyemart Express LLC

Settlement and Patent License Agreement, dated December 24, 2013, between GeoTag, Inc. and Eyemart Express, Ltd.

SCHEDULE II

Trademarks Owned by Eyemart Express LLC

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
DB Vision	4,269,207	January 1, 2013
Dr Barnes' Eyemart Express	3,897,109	December 28, 2010
Dr. Barnes' Eyewear Express	4,502,043	March 25, 2014
Dr Barnes' Vision 4 Less	3,897,110	December 28, 2010
Dr. Barnes' Eyemart Express	3,843,419	September 7, 2010
Dr. Barnes' Vision 4 Less	3,843,420	September 7, 2010
Dr. Barnes' Vision 4 Less plus design	4,110,527	March 13, 2012
Dr. Barnes' Visionmart Express	3,950,920	April 26, 2011
Eyemart Express	1,999,527	September 10, 1996
Eyemart Express	4,056,376	November 15, 2011
Vision 4 Less	3,022,421	December 6, 2005
Vision 4 Less	4,066,623	December 6, 2011
Vision 4 Less plus design	3,022,422	December 6, 2005
Vision 4 Less plus design	4,056,374	November 15, 2011
Visionmart Express	3,877,636	November 16, 2010
Visionmart Express	4,056,377	November 15, 2011

U.S. Trademark Applications

Mark	Application No.	Filing Date
Eyewear Express	86/191573	February 12, 2014