

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1-800 CONTACTS, INC.		01/22/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Trustee and Collateral Agent		
Street Address:	601 SECOND AVENUE SOUTH		
Internal Address:	U.S. BANK PLACE, MPFP2802		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402-4302		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	2675866	1800CONTACTS	
Registration Number:	2925885	EVISION	
Registration Number:	2693498	EXACT SAME CONTACT LENSES, DELIVERED TO	
Registration Number:	2886220	THE WORLD'S LARGEST CONTACT LENS STORE.	
Registration Number:	2558233	WE DELIVER. YOU SAVE.	
Registration Number:	2731114	1800 CONTACTS	
Registration Number:	2865713	AQUASOFT	
Registration Number:	2968228	AQUASOFT	
Registration Number:	2927522	WE MAKE IT SIMPLE	
Registration Number:	3833549	WWW.1800CONTACTS.COM	
Registration Number:	3833550	WWW.1800CONTACTS.COM	
Registration Number:	4782153	EVISION	
Registration Number:	3895482	WE'RE THAT PASSIONATE ABOUT EYES	
Registration Number:	4102431	LENSGAUGE	
Registration Number:	4102432	LENSGAUGE	
Registration Number:	4105326	LENSGAUGE	
Registration Number:	4105327	LENSGAUGE	
Registration Number:	4216404	1800CONTACTS	

CH \$640.00 2675866

Property Type	Number	Word Mark
Registration Number:	4351896	THE BEST WAY TO GET CONTACTS
Registration Number:	4725364	NEVER RUN OUT OF CONTACTS
Registration Number:	4771751	WORLD'S LARGEST CONTACT LENS STORE
Registration Number:	4723705	THE EASIEST WAY TO SAVE ON CONTACT LENSE
Serial Number:	86686373	LENSEASY
Serial Number:	86765631	PV PREMIUM VISION
Serial Number:	86826320	1800CONTACTS

CORRESPONDENCE DATA

Fax Number: 2128225178

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: 2125305178

Email: lkass@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 1: 28 Liberty Street

Address Line 2: c/o Lawrence Kass

Address Line 4: NEW YORK, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.83500
NAME OF SUBMITTER:	Lawrence Kass
SIGNATURE:	/s/ Lawrence Kass
DATE SIGNED:	01/27/2016

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, CNT Holdings III Corp, a Delaware corporation (the “**Issuer**”), CNT Holdings II Corp, a Delaware corporation (“**Holdings**”), the Subsidiaries of the Issuer from time to time party thereto (including the Grantors) and U.S. Bank National Association (“**USB**”), as Trustee and Collateral Agent, are parties to that certain Indenture dated as of January 22, 2016 (as amended from time to time, the “**Indenture**”) providing for the issuance of the Issuer’s Senior Secured Second Lien Floating Rate Notes due 2024 (the “**Notes**”) (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Indenture or the Security Agreement (as defined below), as applicable);

WHEREAS, the entities listed on Schedule 1 hereto (collectively, herein referred to as the “**Grantors**”) own the Trademark Collateral (as defined below); and

WHEREAS, pursuant to (i) the Indenture, (ii) a Pledge and Security Agreement dated as of January 22, 2016 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Issuer, Holdings, the Grantors and the other Guarantors party thereto and USB, as Trustee and the Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (iii) certain other Security Documents (including this Second Lien Trademark Security Agreement), each Grantor has secured the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, until the Termination Date, the Grantee shall retain its security interest in the Trademark Collateral granted herein and in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby pledges, collaterally assigns, mortgages, transfers, hypothecates and grants to the Grantee, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in, to and under each Trademark (as defined in the Security Agreement) and constituting a portion of the Collateral (as defined in the Security Agreement), including, without limitation, each Trademark registration or application therefor referred to in Schedule 2 hereto, whether now owned or existing or hereafter acquired or arising (the “**Trademark Collateral**”).

Each Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in the Grantee’s name, from time

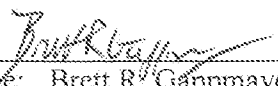
to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof, in each case, in accordance with the Security Agreement.

For the avoidance of doubt, notwithstanding any other provision of this Second Lien Trademark Security Agreement, the Grantors do not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement).

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall govern and control.

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

1-800 CONTACTS, INC.

By: 
Name: Brett R. Gappmayer
Title: Vice President and Assistant
Treasurer

Acknowledged:

U.S. Bank National Association,
as Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 22nd day of January, 2016.

1-800 CONTACTS, INC.

By: _____

Name: Robert G. Hunter

Title: Chief Financial Officer

Acknowledged:

U.S. Bank National Association,
as Trustee

By: Donald T. Hurrelbrink

Name: Donald T. Hurrelbrink

Title: Vice President

[Signature Page to Trademark Security Agreement – Second Lien]

TRADEMARK
REEL: 005717 FRAME: 0766

**Schedule 1
to Trademark
Security Agreement**

GRANTORS

1-800 CONTACTS, INC.

**Schedule 2
to Trademark
Security Agreement**

1-800 CONTACTS, INC.

U.S. TRADEMARK REGISTRATIONS

No.	Mark	Registration Number	Registration Date	Serial Number	Filing Date	Owner
1.	1800CONTACTS	2675866	01/21/2003	75746706	07/08/1999	1-800 Contacts, Inc.
2.	EVISION	2925885	02/08/2005	78223193	03/07/2003	1-800 Contacts, Inc.
3.	EXACT SAME CONTACT LENSES, DELIVERED TO YOUR DOOR, FOR LESS THAN YOU'RE PAYING NOW	2693498	03/04/2003	78125775	05/02/2002	1-800 Contacts, Inc.
4.	THE WORLD'S LARGEST CONTACT LENS STORE.	2886220	09/21/2004	78125785	05/02/2002	1-800 Contacts, Inc.
5.	WE DELIVER. YOU SAVE.	2558233	04/09/2002	76118573	08/29/2000	1-800 Contacts, Inc.
6.	1 800 CONTACTS & Design	2731114	07/01/2003	76138625	08/29/2000	1-800 Contacts, Inc.
7.	AQUASOFT	2865713	07/20/2004	78194265	12/13/2002	1-800 Contacts, Inc.
8.	AQUASOFT	2968228	07/12/2005	78201365	01/08/2003	1-800 Contacts, Inc.
9.	WE MAKE IT SIMPLE	2927522	02/22/2005	76575250	02/12/2004	1-800 Contacts, Inc.
10.	www.1800contacts.com	3833549	08/17/2010	77751475	06/03/2009	1-800 Contacts, Inc.
11.	www.1800contacts.com & Design	3833550	08/17/2010	77751490	06/03/2009	1-800 Contacts, Inc.
12.	EVISION	4782153	7/28/2015	85316313	05/09/2011	1-800 Contacts, Inc.

No.	Mark	Registration Number	Registration Date	Serial Number	Filing Date	Owner
13.	WE'RE THAT PASSIONATE ABOUT EYES	3895482	12/21/2010	77962700	03/18/2010	1-800 Contacts, Inc.
14.	LENSGAUGE	4102431	02/21/2012	85370397	07/13/2011	1-800 Contacts, Inc.
15.	LENSGAUGE	4102432	02/21/2012	85370423	07/13/2011	1-800 Contacts, Inc.
16.	LENSGAUGE & Design	4105326	02/28/2012	85370441	07/13/2011	1-800 Contacts, Inc.
17.	LENSGAUGE & Design	4105327	02/28/2012	85370452	07/13/2011	1-800 Contacts, Inc.
18.	1 800 CONTACTS & Design (Shiny)	4216404	10/02/2012	85369028	07/12/2011	1-800 Contacts, Inc.
19.	THE BEST WAY TO GET CONTACTS	4351896	06/11/2013	85821654	01/11/2013	1-800 Contacts, Inc.
20.	NEVER RUN OUT OF CONTACTS	4725364	04/21/2015	86303760	06/09/2014	1-800 Contacts, Inc.
21.	WORLD'S LARGEST CONTACT LENS STORE	4771751	7/14/2015	86373307	08/21/2014	1-800 Contacts, Inc.
22.	THE EASIEST WAY TO SAVE ON CONTACT LENSES	4723705	04/21/2015	86393937	09/12/2014	1-800 Contacts, Inc.

U.S. TRADEMARK APPLICATIONS

No.	Mark	Application Number	Serial Number	Filing Date	Owner
1.	LENSEASY	86686373	86686373	7/8/2015	1-800 Contacts, Inc.
2.	PREMIUM VISION & Design	86765631	86765631	9/23/2015	1-800 Contacts, Inc.
3.	NEW 1800CONTACTS LOGO	86826320	86826320	11/19/2015	1-800 Contacts, Inc.

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