

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397190

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1-800 Contacts, Inc.		08/31/2016	Corporation:
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4898434	LENSEASY	
Registration Number:	4951260	PV PREMIUM VISION	
Registration Number:	5005213	PREMIUM VISION	
Registration Number:	5004509	AQUASOFT ADVANCED	
Serial Number:	86739285	VISION PARTNER LABS	
Serial Number:	86826324	LUMEN OPTICAL	
Serial Number:	86971181	COALITION FOR CONTACT LENS CONSUMER CHOI	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Edward J. Mayle/Milbank Tweed		
Address Line 1:	1850 K Street, N.W.		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	EDWARD J. MAYLE		
SIGNATURE:	/Edward J. Mayle/		
DATE SIGNED:	09/01/2016		

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Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

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

August 31, 2016

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);

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); and

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.

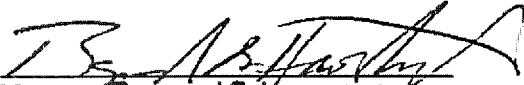
By: 
Name: Brett R. Gappmayer
Title: Vice President and Assistant
Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
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Acknowledged:

U.S. BANK NATIONAL
ASSOCIATION,
as Trustee and Collateral Agent

By: 
Name: Raymond S. Haverstock
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005868 FRAME: 0968

**Schedule 1
to Trademark
Security Agreement**

GRANTORS

1-800 CONTACTS, INC.


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**TRADEMARK
REEL: 005868 FRAME: 0969**


**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.	LENSEASY	4898434	2/9/2016	86686373	7/8/2015	1-800 Contacts, Inc.
2.	 PREMIUM VISION	4951260	5/3/2016	86765631	9/23/15	1-800 Contacts, Inc.
3.	PREMIUM VISION	5005213	7/19/2016	86406401	9/25/2014	1-800 Contacts, Inc.
4.	AQUASOFT ADVANCED	5004509	7/19/2016	86606806	4/22/2015	1-800 Contacts, Inc.

U.S. TRADEMARK APPLICATIONS

No.	Mark	Registration Number	Registration Date	Serial Number	Filing Date	Owner
1.	VISION PARTNER LABS			86739285	8/27/2015	1-800 Contacts, Inc.
2.	 LUMEN OPTICAL			86826324	11/19/2016	1-800 Contacts, Inc.
3.	Coalition for Contact Lens Consumer			86971181	4/11/16	1-800 Contacts, Inc.

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