

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399521

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Premium Vision, LLC		09/22/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	60 Livingston Avenue		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55107		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86568935	PV PREMIUM VISION	
<b>Serial Number:</b>	86765631	PV PREMIUM VISION	
<b>Serial Number:</b>	86406401	PREMIUM VISION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	202-835-7500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Edward J. Mayle/Milbank Tweed		
<b>Address Line 1:</b>	1850 K Street, N.W.		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>NAME OF SUBMITTER:</b>	EDWARD J. MAYLE		
<b>SIGNATURE:</b>	/Edward J. Mayle/		
<b>DATE SIGNED:</b>	09/23/2016		
<b>Total Attachments: 6</b>			
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**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

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

September 22, 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.

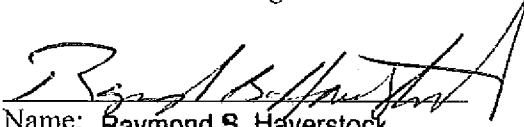
PREMIUM VISION, LLC.

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

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: 005881 FRAME: 0874**

**Schedule 1  
to Trademark  
Security Agreement**

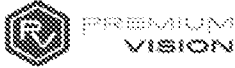
**GRANTORS**

PREMIUM VISION, LLC

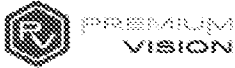
**Schedule 2  
to Trademark  
Security Agreement**

**PREMIUM VISION, LLC**

**U.S. TRADEMARK REGISTRATIONS**

Mark	Owner	App. No. Filing Date	Reg. No. Issue Date	Status
PREMIUM VISION & Design 	Premium Vision, LLC	86765631 9/23/2015	4951260 5/3/2016	Issued
PREMIUM VISION	Premium Vision, LLC	86406401 9/25/2014	5005213 7/19/2016	Issued

**U.S. TRADEMARK APPLICATIONS**

Mark	Owner	App. No. Filing Date	Status
PREMIUM VISION & Design 	1-800 Contacts, Inc.	86568935 03/18/2015	Abandoned