

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438147

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eyemart Express LLC		08/04/2017	Limited Liability Company: DELAWARE
20/20 Express LLC		08/04/2017	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Administrative Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 18

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
Registration Number:	4757017	20/20 EXPRESS

OP \$465.00 4269207

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86191573	EYEWEAR EXPRESS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/07/2017

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of August 4, 2017 (this "Agreement"), among each of the Loan Parties party hereto identified on the signature page hereto as Grantors (the "Grantors") and Barclays Bank PLC ("Barclays"), in its capacity as Administrative Agent.

Reference is made to (a) the First Lien Credit Agreement dated as of August 4, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Eyemart Express LLC, a Delaware limited liability company (the "Borrower"), Eyemart Express Holdings LLC, a Delaware limited liability company ("Holdings"), the Lenders from time to time party thereto and Barclays, as Administrative Agent, and (b) the First Lien Guarantee and Collateral Agreement dated as of August 4, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, Holdings the other Loan Parties from time to time party thereto and Barclays, 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. Each of the Loan Parties party hereto will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is 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 "Trademark Collateral"): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, domain 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 I, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

Notwithstanding the foregoing in no event shall 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 Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incor-

porated 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.

GRANTORS:

EYEMART EXPRESS LLC

By: 

Name: H. Doug Barnes, Jr.
Title: President & CEO

20/20 EXPRESS LLC

By: 

Name: H. Doug Barnes, Jr.
Title: President & CEO

[Signature Page to the First Lien Trademark and Security Agreement]

BARCLAYS BANK PLC,
as Administrative Agent

By: 

Name: Ronnie Glenn
Title: Vice President

[Signature Page to the First Lien Trademark and Security Agreement]

TRADEMARK
REEL: 006123 FRAME: 0625

SCHEDULE I

U.S. Trademark Registrations

<u>Owner</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Reg. No.</u>
Eyemart Express LLC	DB Vision	85/421415	4,269,207
Eyemart Express LLC	Dr. Barnes' Eyemart Express	85/034555	3,897,109
Eyemart Express LLC	Dr. Barnes' Eyewear Express	85/209250	4,502,043
Eyemart Express LLC	Dr. Barnes' Vision 4 Less	85/034566	3,897,110
Eyemart Express LLC	Dr. Barnes' Eyemart Express	76/543084	3,843,419
Eyemart Express LLC	Dr. Barnes' Vision 4 Less	76/543085	3,843,420
Eyemart Express LLC	Dr. Barnes' Vision 4 Less plus design	76/543087	4,110,527
Eyemart Express LLC	Dr. Barnes' Visionmart Express	85/122479	3,950,920
Eyemart Express LLC	Eyemart Express	74/709965	1,999,527
Eyemart Express LLC	Eyemart Express	85/297480	4,056,376
Eyemart Express LLC	Vision 4 Less	76/543086	3,022,421
Eyemart Express LLC	Vision 4 Less	85/297489	4,066,623
Eyemart Express LLC	Vision 4 Less plus design	76/543088	3,022,422
Eyemart Express LLC	Vision 4 Less plus design	85/297474	4,056,374
Eyemart Express LLC	Visionmart Express	77/731716	3,877,636
Eyemart Express LLC	Visionmart Express	85/297484	4,056,377
20/20 Express, LLC	20/20 Express	86/206557	4,757,017

U.S. Trademark Applications

<u>Owner</u>	<u>Mark</u>	<u>Appl. No.</u>
Eyemart Express LLC	Eyewear Express	86/191573 (Abandoned)