

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		10/31/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	National Vision, Inc.		
Street Address:	296 Grayson Highway		
City:	Lawrenceville		
State/Country:	GEORGIA		
Postal Code:	30046		
Entity Type:	Corporation: GEORGIA		
Name:	Consolidated Vision Group, Inc.		
Street Address:	296 Grayson Highway		
City:	Lawrenceville		
State/Country:	GEORGIA		
Postal Code:	30046		
Entity Type:	Corporation: DELAWARE		
Name:	Eyeglass World, LLC		
Street Address:	296 Grayson Highway		
City:	Lawrenceville		
State/Country:	GEORGIA		
Postal Code:	30046		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Arlington Lens Service, Inc.		
Street Address:	4265 Diplomacy Drive		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43228		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 57			
Property Type	Number	Word Mark	
Registration Number:	3728443	ACTIVELITE	
TRADEMARK			

CH \$1440.00 3728443

Property Type	Number	Word Mark
Registration Number:	3977909	ACTIVELITE PLUS
Registration Number:	4064354	AGILITY
Registration Number:	4047863	AMERICA'S BEST CONTACTS & EYEGLASSES
Registration Number:	4047865	BEST CONTACTS
Registration Number:	3947974	BRONX
Registration Number:	3343517	COMMOTION
Registration Number:	3394519	CONFECTIONS
Registration Number:	3252237	CUSTOMLITES
Registration Number:	3576172	DIGIMAX
Registration Number:	3343532	DURABRITE
Registration Number:	3359665	DURASHIELD
Registration Number:	4047914	EYECARE CLUB
Registration Number:	4065893	EYECARE CLUB EYE EXAMS FREE. CONTACT LEN
Registration Number:	4047864	EYEGLOSS WORLD
Registration Number:	3947975	HELIX
Registration Number:	3947984	IN YOUR FACE
Registration Number:	3343519	JUDITH ST. JAMES
Registration Number:	4079017	JUST!
Registration Number:	3751326	KIDS GEAR EYEGLASSES
Registration Number:	4047867	KIDSGEAR
Registration Number:	4064355	LEGACY LANE
Registration Number:	3347455	MARYLAND
Registration Number:	3977515	MINI COMMOTION
Registration Number:	4069669	MINI SPADA
Registration Number:	3977767	N + B
Registration Number:	2719004	NATIONAL VISION
Registration Number:	2719005	NATIONAL VISION INC
Registration Number:	3312175	NEVERGLARE
Registration Number:	4065898	NEVERGLARE ADVANTAGE
Registration Number:	3347650	NEVERGLARE ADVANTAGE
Registration Number:	3175562	OLIVIA MICHAELS
Registration Number:	3447621	ROBERT LATOUR
Registration Number:	3343097	SERENDIPITY
Registration Number:	3343524	SHOW OFF
Registration Number:	3970738	SOFMED BREATHABLES
Registration Number:	2547475	SUREVALUE
Registration Number:	2486436	SUREVALUE
Registration Number:	3343526	TATTLE

Property Type	Number	Word Mark
Registration Number:	3546950	ULTRATHIN PLUS
Registration Number:	3575998	VANISH
Registration Number:	3972797	VERILITE
Registration Number:	3972798	VERITHIN
Registration Number:	4460754	WILD CHILD
Registration Number:	3343527	ZERO 2 SIXTY
Registration Number:	3242218	AC LENS
Registration Number:	2299951	1-800-TWO-PAIR
Registration Number:	2172274	AMERICA'S BEST CONTACTS & EYEGLASSES
Registration Number:	3225395	AMERICA'S BEST
Registration Number:	2145797	E
Registration Number:	2657065	OUTPOST
Registration Number:	1866241	SOFMED
Registration Number:	3190487	EYEGLOSS WORLD
Registration Number:	3099755	EYEGLOSS WORLD
Serial Number:	86039538	AMERICA'S BEST
Serial Number:	85909854	EYE ROCK CLUB
Serial Number:	85847632	EYELAB

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	11/01/2017

Total Attachments: 6

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS
(SECOND LIEN)**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN) (this “Release”), dated as of October 31, 2017 (the “Effective Date”), is made by Morgan Stanley Senior Funding, Inc., in its capacity as Collateral Agent (the “Collateral Agent”), in favor of each grantor party identified on the signature pages hereto (each, a “Grantor”).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of March 13, 2014, by and among the Collateral Agent, each Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), each Grantor granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, each Grantor executed and delivered a Second Lien Grant of Security Interest in Trademark Rights, dated as of March 13, 2014 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 17, 2014 at Reel/Frame 5238/0099;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release of Specified Collateral. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth Schedule 1 attached hereto (the “Released Trademark Collateral”), arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the applicable Grantor.
3. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, at such Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
4. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

Signature pages follow

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**MORGAN STANLEY SENIOR FUNDING,
INC., acting in its capacity as Collateral Agent
for the Lenders**

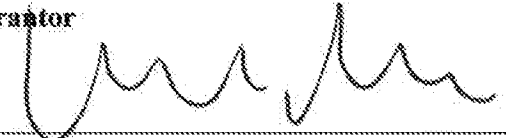
By: 

Name: Lisa Hanson

Title: Vice President

GRANTORS:

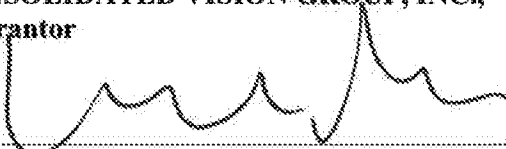
**NATIONAL VISION, INC.,
as Grantor**

By:  _____

Name:

Title:

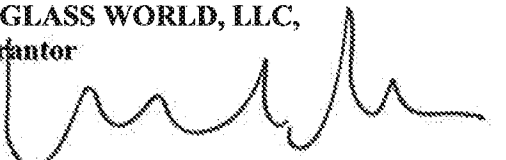
**CONSOLIDATED VISION GROUP, INC.,
as Grantor**

By:  _____

Name:

Title:

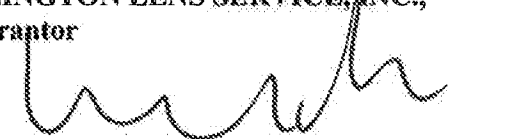
**EYEGLOSS WORLD, LLC,
as Grantor**

By:  _____

Name:

Title:

**ARLINGTON LENS SERVICE, INC.,
as Grantor**

By:  _____

Name:

Title:

Schedule 1

U.S. Trademarks and Trademark Applications

Owner	Mark	Application #	Application Date	Registration #	Registration Date
National Vision, Inc.	ACTIVELITE (word)	78/881973	5/11/2006	3,728,443	12/22/2009
National Vision, Inc.	ACTIVELITE PLUS (word)	85/170,900	11/6/2010	3,977,909	6/14/2011
National Vision, Inc.	AGILITY (word)	85/111,994	8/20/2010	4,064,354	11/29/2011
National Vision, Inc.	AMERICA'S BEST CONTACTS & EYEGLASSES (word)	85/123,604	9/6/2010	4,047,863	11/1/2011
National Vision, Inc.	BEST CONTACTS (word)	85/123,623	9/6/2010	4,047,865	11/1/2011
National Vision, Inc.	BRONX (word)	85/159,747	10/23/2010	3,947,974	4/19/2011
National Vision, Inc.	COMMOTION (word)	77/132,397	3/15/2007	3,343,517	11/27/2007
National Vision, Inc.	CONFECTIONS (word)	77/223,701	7/6/2007	3,394,519	3/11/2008
National Vision, Inc.	CUSTOMLITES	78,401,878	4/14/2004	3,252,237	6/12/2007
National Vision, Inc.	DIGIMAX	77/569,181	9/12/2008	3,576,172	2/17/2009
National Vision, Inc.	DURABRITE	77,132,615	3/15/2007	3,343,532	11/27/2007
National Vision, Inc.	DURASHIELD (word)	78/881,984	5/11/2006	3,359,665	12/25/2007
National Vision, Inc.	EYECARE CLUB (word)	85/131,703	9/16/2010	4,047,914	11/1/2011
National Vision, Inc.	EYECARE CLUB EYE EXAM FREE. CONTACT LENSES FOR LESS. (design)	85/170,430	11/5/2010	4,065,893	12/6/2011
National Vision, Inc.	EYEGLASS WORLD (word)	85/123,613	9/6/2010	4,047,864	11/1/2011
National Vision, Inc.	HELIX (word)	85-159,750	10/23/2010	3,947,975	4/19/2011
National Vision, Inc.	IN YOUR FACE (word)	85-164,237	10/28/2010	3,947,984	4/19/2011
National Vision, Inc.	JUDITH ST. JAMES (word)	77/132439	3/15/2007	3,343,519	11/27/2007
National Vision, Inc.	JUST! (word)	85/165,219	10/29/2010	4,079,017	1/3/2012
National Vision, Inc.	KIDS GEAR EYEGLASSES Plus Design	77/660027	1/30/2009	3,751,326	2/23/2010
National Vision, Inc.	KIDSGEAR (word)	85/124,018	9/7/2010	4,047,867	11/1/2011

National Vision, Inc.	LEGACY LANE (word)	85/112,003	8/20/2010	4,064,355	11/29/2011
National Vision, Inc.	MARYLAND (word)	77,132,499	3/15/2007	3,347,455	12/4/2007
National Vision, Inc.	MINI COMMOTION (word)	85/165,250	10/29/2010	3,977,515	6/14/2011
National Vision, Inc.	MINI SPADA (word)	85/169,562	11/4/2010	4,069,669	12/13/2011
National Vision, Inc.	N + B (word)	85/168,700	11/3/2010	3,977,767	6/14/2011
National Vision, Inc.	NATIONAL VISION (word)	76/418,238	6/15/2002	2,719,004	5/27/2003
National Vision, Inc.	NATIONAL VISION INC. (logo)	76/418,240	6/15/2002	2,719,005	5/27/2003
National Vision, Inc.	NEVERGLARE (word)	78/881,989	5/11/2006	3,312,175	10/16/2007
National Vision, Inc.	NEVERGLARE ADVANTAGE & design	85/170,913	11/6/2010	4,065,898	12/6/2011
National Vision, Inc.	NEVERGLARE ADVANTAGE (word)	77/135142	3/20/2007	3,347,650	12/4/2007
National Vision, Inc.	OLIVIA MICHAELS (word)	78/693,880	8/16/2005	3,175,562	11/21/2006
National Vision, Inc.	ROBERT LATOUR (word)	77,132,568	3/15/2007	3,447,621	6/17/2008
National Vision, Inc.	SERENDIPITY (word)	77,122,630	3/5/2007	3,343,097	11/27/2007
National Vision, Inc.	SHOW OFF (word)	77,132,529	3/15/2007	3,343,524	11/27/2007
National Vision, Inc.	SOFMED BREATHABLES (word)	85/170,273	11/5/2010	3,970,738	5/31/2011
National Vision, Inc.	SUREVALUE (word) (for glasses)	75/044,426	1/16/1996	2,547,475	3/12/2002
National Vision, Inc.	SUREVALUE (word) (for lenses)	75/324,077	7/14/1997	2,486,436	9/11/2001
National Vision, Inc.	TATTLE (word)	77,132,538	3/15/2007	3,343,526	11/27/2007
National Vision, Inc.	ULTRATHIN PLUS (word)	78/920,106	6/29/2006	3,546,950	12/16/2008
National Vision, Inc.	VANISH (word)	77/520334	7/11/2008	3,575,998	2/17/2009
National Vision, Inc.	VERILITE (word)	85/000615	3/29/2010	3,972,797	6/7/2011
National Vision, Inc.	VERITHIN (word)	85/000657	3/29/2010	3,972,798	6/7/2011
National Vision, Inc.	WILD CHILD	85/181,865	11/20/2010	4,460,754	1/7/2014
National Vision, Inc.	ZERO 2 SIXTY (word)	77,132,552	3/15/2007	3,343,527	11/27/2007

Arlington Contact Lens Service, Inc.	AC LENS	78,930,827	7/17/2006	3,242,218	5/15/2007
Consolidated Vision Group, Inc.	1-800-TWO-PAIR (word)	75/581,901	11/3/1998	2,299,951	12/14/1999
Consolidated Vision Group, Inc.	AMERICA'S BEST CONTACTS & EYEGLASSES Plus Design	75/149,951	8/14/1996	2,172,274	7/14/1998
Consolidated Vision Group, Inc.	AMERICA'S BEST Plus Flag "E" & Eyeglasses Design	76/551,473	9/25/2003	3,225,395	4/3/2007
Consolidated Vision Group, Inc.	E Plus Design	75/149,954	8/14/1996	2,145,797	3/24/1998
Consolidated Vision Group, Inc.	OUTPOST	76/195,387	1/18/2001	2,657,065	12/3/2002
Consolidated Vision Group, Inc.	SOFMED	74/314,472	9/16/1992	1,866,241	12/6/1994
Eyeglass World, LLC	EYEGLASS WORLD (logo - linear)	76620751	11/16/2004	3,190,487	1/2/2007
Eyeglass World, LLC	EYEGLASS WORLD (logo - stacked)	76620785	11/16/2004	3,099,755	6/6/2006
Owner	Mark	Application #	Application Date		
National Vision, Inc.	AMERICA'S BEST (word)	86/039,538	8/15/2013		
National Vision, Inc.	EYE ROCK CLUB (word)	85/909,854	4/19/2013	Suspended 12/6/2013 pending determination of status of competing mark	
National Vision, Inc.	EYELAB	85/847,632	2/12/2013	Abandoned 12/5/2013	