

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Vision Inc.		07/18/2019	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N. Tryon Street, 5th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5613871	THE WORLD'S BEST WAY TO BUY GLASSES	
Registration Number:	5513053	ACTIVELITE	
Registration Number:	5150715	IT'S NOT JUST A BETTER DEAL. IT'S AMERIC	
Registration Number:	5091207	SEE YOURSELF SMILE. SEE YOURSELF SAVE.	
Registration Number:	5082341	HEARTLAND COLLECTION	
Registration Number:	5073408	VANISH	
Registration Number:	5617832	SERENDIPITY	
Registration Number:	5266817	GENIUS FLEX	
Registration Number:	5266775	AMERICA'S BEST VISION PLAN	
Registration Number:	5125569		
Registration Number:	4845333	CONFECTIONS	
Registration Number:	4793343	AC LENS	
Registration Number:	4796442	MIMIC	
Registration Number:	2042507	SMART BUYS	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		

CH \$365.00 5613871

Email: jean.paterson@cscglobal.com
Correspondent Name: CSC
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 863134

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 07/29/2019

Total Attachments: 5

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SUPPLEMENTAL GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Supplement"), dated as of July 18, 2019, is made by National Vision, Inc., a Georgia corporation ("Grantor"), in favor of Bank of America, N.A., as collateral agent (in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of July 18, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Nautilus Acquisition Holdings, Inc., a Delaware corporation, Grantor, the Lenders from time to time party thereto, and Bank of America, N.A., as the Administrative Agent, the Collateral Agent, a Letter of Credit Issuer and the Swingline Lender.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender to make the Swingline Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of Holdings, the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with that certain First Lien Credit Agreement, dated as of March 13, 2014, by and among Nautilus Acquisition Holdings, Inc., Grantor, Goldman Sachs Bank USA, in its capacity as Administrative Agent and Collateral Agent ("Prior Agent") and certain other parties thereto (as amended, supplemented or otherwise modified prior to the date hereof, the "Original Credit Agreement"), the Grantor and certain other parties thereto executed and delivered a First Lien Security Agreement, dated as of March 13, 2014 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor and certain other subsidiaries of the Borrower entered into that certain Grant of Security Interest in Trademark Rights, dated as of March 13, 2014 (together with all amendments and modifications, if any, from time to time thereafter made thereto, including this Supplement, the "Trademark Security Agreement"), pursuant to which the Grantor pledged and granted to the Prior Agent for the benefit of the Prior Agent and the Secured Parties a continuing security interest in certain specified collateral;

WHEREAS, the Prior Agent, the Agent, Borrower and certain other parties have entered into that certain Restatement Agreement, dated as of July 18, 2019 (the "Restatement Agreement"), whereby the Prior Agent resigned as Administrative Agent and Collateral Agent and is succeeded to and replaced by the Agent as successor Administrative Agent and Collateral Agent

WHEREAS, in connection with the Restatement Agreement the Prior Agent and the Agent executed that certain Notice of Succession of Agency, dated as of July 18, 2019 transferring the security interest under the Trademark Security Agreement from the Prior Agent to the Agent; and

WHEREAS, the Grantor wishes to execute and deliver this Supplement in favor of the Agent with respect to any Collateral (as defined below) that were not, prior to the date hereof, listed in the Schedules to the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer to issue Letters of Credit for the account of Holdings, the Borrower and the Restricted Subsidiaries (other than the Borrower), and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements

with Holdings and/or its Subsidiaries, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Supplement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Supplement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

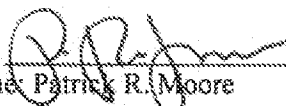
5. Counterparts. This Supplement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NATIONAL VISION, INC.,
as Grantor

By:


Name: Patrick R. Moore

Title: Senior Vice President and Chief Financial Officer

BANK OF AMERICA, N.A., as
Administrative Agent

By: 
Name: Erik M. Truette
Title: Vice President

SCHEDULE A

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	National Vision, Inc. dba Eyeglass World	THE WORLD'S BEST WAY TO BUY GLASSES	87722860	12/15/2017	5613871	11/20/2018
2.	National Vision, Inc.	ACTIVELITE	87708914	12/05/2017	5513053	07/10/2018
3.	National Vision, Inc. dba America's Best Contacts & Eyeglasses	IT'S NOT JUST A BETTER DEAL. IT'S AMERICA'S BEST.	87109304	07/19/2016	5150715	02/28/2017
4.	National Vision, Inc. dba Eyeglass World	SEE YOURSELF SMILE. SEE YOURSELF SAVE.	87043365	05/19/2016	5091207	11/29/2016
5.	National Vision, Inc.	HEARTLAND COLLECTION	87043787	05/19/2016	5082341	11/15/2016
6.	National Vision, Inc.	VANISH	87052927	05/27/2016	5073408	11/01/2016
7.	National Vision, Inc.	SERENDIPITY	86955527	03/28/2016	5617832	11/27/2018
8.	National Vision, Inc.	GENIUS FLEX	86875642	01/14/2016	5266817	08/15/2017
9.	National Vision, Inc.	AMERICA'S BEST VISION PLAN	86855686	12/21/2015	5266775	08/15/2017
10.	National Vision, Inc. dba America's Best Contacts & Eyeglasses	Design	86818396	11/12/2015	5125569	01/17/2017
11.	National Vision, Inc.	CONFECTIONS	86576596	03/25/2015	4845333	11/03/2015
12.	National Vision, Inc. dba AC Lens	AC LENS	86393402	09/12/2014	4793343	08/18/2015
13.	National Vision, Inc.	MIMIC	86297419	06/02/2014	4796442	08/18/2015
14.	National Vision, Inc.	SMART BUYS	75008457	10/23/1995	2042507	03/04/1997