

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653041

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
1-800 Contacts, Inc.		11/06/2020	Corporation: DELAWARE
Premium Vision, LLC		11/06/2020	Limited Liability Company: DELAWARE
Liingo Eyewear, Inc.		11/06/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Serial Number:	88390707	1 800
Registration Number:	2675866	1800CONTACTS
Registration Number:	5131335	1800CONTACTS
Registration Number:	2731114	1800 CONTACTS
Registration Number:	3833549	1800CONTACTS.COM
Registration Number:	2865713	AQUASOFT
Registration Number:	2968228	AQUASOFT
Registration Number:	5608335	AQUASOFT
Registration Number:	5004509	AQUASOFT ADVANCED
Registration Number:	6096824	BOOMERANG
Registration Number:	2925885	EVISION
Registration Number:	4782153	EVISION
Registration Number:	2693498	EXACT SAME CONTACT LENSES, DELIVERED TO
Registration Number:	5645085	EXPRESS EXAM
Registration Number:	5645086	EXPRESSEXAM
Registration Number:	5775653	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5891376	GAJILLION PERCENT PROMISE
Registration Number:	4102431	LENS GAUGE
Registration Number:	4102432	LENS GAUGE
Registration Number:	4898434	LENSEASY
Registration Number:	4725364	NEVER RUN OUT OF CONTACTS
Registration Number:	5005213	PREMIUM VISION
Registration Number:	4951260	PV PREMIUM VISION
Serial Number:	88901773	QUICKRENEW
Serial Number:	88023588	SET-IT-AND-FORGET-IT
Registration Number:	4351896	THE BEST WAY TO GET CONTACTS
Registration Number:	4723705	THE EASIEST WAY TO SAVE ON CONTACT LENSE
Registration Number:	2886220	THE WORLD'S LARGEST CONTACT LENS STORE.
Registration Number:	5351033	VISION PARTNER LABS
Registration Number:	2558233	WE DELIVER. YOU SAVE.
Registration Number:	2927522	WE MAKE IT SIMPLE
Registration Number:	4771751	WORLD'S LARGEST CONTACT LENS STORE
Registration Number:	5487856	DRAFT HOUSE
Registration Number:	5331223	LIINGO
Serial Number:	90089362	LIINGO
Serial Number:	88459173	PRESCRIPTION PRO

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Connecticut Ave., NW, Suite 712

Address Line 2: COGENY GLOBAL INC.

Address Line 4: Washington, D.C. 20036

NAME OF SUBMITTER:	Rick Harrison
SIGNATURE:	/Rick Harrison/
DATE SIGNED:	06/10/2021

Total Attachments: 9

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of November 6, 2020, is made by 1-800 Contacts, Inc., a Delaware corporation, Premium Vision, LLC, a Delaware limited liability company and Liingo Eyewear, Inc., a Delaware corporation (the “Grantors”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain First Lien Credit Agreement, dated as of November 6, 2020, among Oculus Intermediate Corp., a Delaware corporation (“Holdings”), Oculus Acquisition Corp., a Delaware corporation (the “Borrower”), the several lenders from time to time parties thereto (each, a “Lender” and, collectively, the “Lenders”) and Morgan Stanley Senior Funding, Inc., as the Administrative Agent, the Collateral Agent, the Swingline Lender and a Letter of Credit Issuer for the benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the First Lien Security Agreement, dated as of November 6, 2020 in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent, the Lenders and the Letter of Credit Issuers to enter into the Credit Agreement, to induce the Lenders and the Letter of Credit Issuers to make their respective extensions of credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

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

2. Grant of Security Interest. Each Grantor hereby grants a Security Interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, in, to and under those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations.

3. Purpose. This Agreement has been executed and delivered by each 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

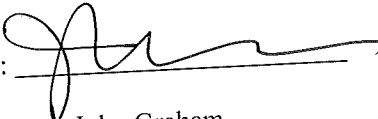
Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Each Grantor hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Agreement. Each Grantor shall, at its sole expense, take all further actions necessary or desirable by the Collateral Agent to record and perfect its security interest in and to the Collateral.

4. Acknowledgment. Each Grantor hereby further acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Security Interest in the Collateral as it relates to Trademarks 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 Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

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

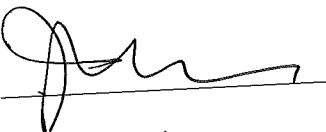
6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

1-800 Contacts, Inc.
as a Grantor

By: 


Name: John Graham
Title: President and Chief
Executive Officer

Premium Vision, LLC
as a Grantor

By: 

Name: John Graham
Title: President and Chief
Executive Officer

Liingo Eyewear, Inc.
as a Grantor


By: 

Name: John Graham
Title: President

[Signature Page to First Lien Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007322 FRAME: 0808

MORGAN STANLEY SENIOR FUNDING,
INC., as the Collateral Agent

By: 
Name: Brendan MacBride
Title: Authorized Signatory

SCHEDULE A


Trademark Registrations and Applications

Owner	Trademark	Country	Filing Date	Registration Date	Serial No.	Registration No.
1-800 Contacts, Inc.	1 800	United States of America	2019-04-17		88/390,707 ¹	
1-800 Contacts, Inc.	1 800 CONTACTS (COLOR DESIGN)	Utah	2008-02-28	2008-02-28	6937449-0190	6937449-0190
1-800 Contacts, Inc.	1800CONTACTS	United States of America	1999-07-08	2003-01-21	75/746,706	2675866
1-800 Contacts, Inc.	1800CONTACTS	Utah	2008-02-28	2008-02-28	6938241-0190	6938241-0190
1-800 Contacts, Inc.	1800CONTACTS LOGO (NEW)	United States of America	2015-11-19	2017-01-31	86/826,320	5131335
	1800 contacts					
1-800 Contacts, Inc.	1800CONTACTS LOGO	United States of America	2000-10-02	2003-07-01	76/138,625	2731114
1-800 Contacts, Inc.	1800CONTACTS.COM	United States of America	2009-06-03	2010-08-17	77/751,475	3833549
1-800 Contacts, Inc.	AQUASOFT	United States of America	2002-12-13	2004-07-20	78/194,265	2865713

¹ NTD: This is an intent-to-use application and constitutes Excluded Property until a statement of use or amendment to allege use is filed.

Owner	Trademark	Country	Filing Date	Registration Date	Serial No.	Registration No.
1-800 Contacts, Inc.	AQUASOFT	United States of America	2003-01-08	2005-07-12	78/201,365	2968228
1-800 Contacts, Inc.	AQUASOFT	United States of America	2017-10-09	2018-11-13	87/638,803	5608335
1-800 Contacts, Inc.	AQUASOFT	Utah	2012-11-21	2012-11-21	8498032-0190	8498032-0190
1-800 Contacts, Inc.	AQUASOFT ADVANCED	United States of America	2015-04-22	2016-07-19	86/606,806	5004509
1-800 Contacts, Inc.	BOOMERANG	United States of America	2018-01-15	2020-07-07	87/755,799	6096824
1-800 Contacts, Inc.	EVISION	United States of America	2003-03-07	2005-02-08	78/223,193	2925885
1-800 Contacts, Inc.	EVISION	United States of America	2011-05-09	2015-07-28	85/316,313	4782153
1-800 Contacts, Inc.	EVISION	Utah	2008-02-28	2008-02-28	6937491-0190	6937491-0190
1-800 Contacts, Inc.	EXACT SAME CONTACT LENSES, DELIVERED TO YOUR DOOR, FOR LESS THAN YOU'RE PAYING NOW.	United States of America	2002-05-02	2003-03-04	78/125,775	2693498
1-800 Contacts, Inc.	EXPRESS EXAM (STYLIZED)	United States of America	2017-12-07	2019-01-01	87/712,769	5645085

EXPRESS EXAM

Owner	Trademark	Country	Filing Date	Registration Date	Serial No.	Registration No.
1-800 Contacts, Inc.	EXPRESSEXAM	United States of America	2017-12-07	2019-01-01	87/712,772	5645086
1-800 Contacts, Inc.	EYE GUY CHARACTER 	United States of America	2018-12-11	2019-06-11	88/224,716	5775653
1-800 Contacts, Inc.	GAJILLION PERCENT PROMISE	United States of America	2019-05-08	2019-10-22	88/421,085	5891376
1-800 Contacts, Inc.	LENS EXPRESS	Utah	2008-02-28	2008-02-28	6937515-0190	6937515-0190
1-800 Contacts, Inc.	LENS GAUGE	United States of America	2011-07-13	2012-02-21	85/370,397	4102431
1-800 Contacts, Inc.	LENS GAUGE	United States of America	2011-07-13	2012-02-21	85/370,423	4102432
1-800 Contacts, Inc.	LENSEASY	United States of America	2015-07-08	2016-02-09	86/686,373	4898434
1-800 Contacts, Inc.	NEVER RUN OUT OF CONTACTS	United States of America	2014-06-09	2015-04-21	86/303,760	4725364
Premium Vision, LLC	PREMIUM VISION	United States of America	2014-09-25	2016-07-19	86/406,401	5005213

Owner	Trademark	Country	Filing Date	Registration Date	Serial No.	Registration No.
Premium Vision, LLC	PV PREMIUM VISION & DESIGN 	United States of America	2015-09-23	2016-05-03	86/765,631	4951260
1-800 Contacts, Inc.	QUICKRENEW	United States of America	5/5/2020		88/901773 ²	
1-800 Contacts, Inc.	SET-IT-AND-FORGET-IT	United States of America	2018-07-02		88/023,588 ³	
1-800 Contacts, Inc.	THE BEST WAY TO GET CONTACTS	United States of America	2013-01-11	2013-06-11	85/821,654	4351896
1-800 Contacts, Inc.	THE EASIEST WAY TO SAVE ON CONTACT LENSES	United States of America	2014-09-12	2015-04-21	86/393,937	4723705
1-800 Contacts, Inc.	THE WORLD'S LARGEST CONTACT LENS STORE.	United States of America	2002-05-02	2004-09-21	78/125,785	2886220
1-800 Contacts, Inc.	THE WORLD'S LARGEST CONTACT LENS STORE.	Utah	2008-02-28	2008-02-28	6938229-0190	6938229-0190
1-800 Contacts, Inc.	VISION PARTNER LABS	United States of America	2015-08-27	2017-12-05	86/739,285	5351033

² NTD: This is an intent-to-use application and constitutes Excluded Property until a statement of use or amendment to allege use is filed.

³ NTD: This is an intent-to-use application and constitutes Excluded Property until a statement of use or amendment to allege use is filed.

Owner	Trademark	Country	Filing Date	Registration Date	Serial No.	Registration No.
1-800 Contacts, Inc.	WE DELIVER. YOU SAVE.	United States of America	2000-08-29	2002-04-09	76/118,573	2558233
1-800 Contacts, Inc.	WE DELIVER. YOU SAVE.	Utah	2008-02-28	2008-02-28	6938262-0190	6938262-0190
1-800 Contacts, Inc.	WE MAKE IT SIMPLE	United States of America	2004-02-12	2005-02-22	76/575,250	2927522
1-800 Contacts, Inc.	WE MAKE IT SIMPLE	Utah	2008-02-28	2008-02-28	6938213-0190	6938213-0190
1-800 Contacts, Inc.	WORLD'S LARGEST CONTACT LENS STORE	United States of America	2014-08-21	2015-07-14	86/373,307	4771751
Liingo Eyewear, Inc.	DRAFT HOUSE	United States of America	2017-04-19	2018-06-05	87/416,678	5487856
Liingo Eyewear, Inc.	LIINGO	United States of America	2016-11-07	2017-11-07	87/229,058	5331223
Liingo Eyewear, Inc.	LIINGO	United States of America	8/3/2020		90/089,362	
Liingo Eyewear, Inc.	PRESCRIPTION PRO	United States of America	2019-06-04		88/459,173 ⁴	

⁴ NTD: This is an intent-to-use application and is Excluded Property.