

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825206

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NATIONAL VISION, INC.		06/13/2023	Corporation: GEORGIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A, As Administrative Agent
Street Address:	100 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	97430149	AMERICA'S BEST
Serial Number:	97430141	AMERICA'S BEST CONTACTS & EYEGLASSES
Serial Number:	97520384	EYEGLASS WORLD
Serial Number:	97627303	XTRACLEAR NON-GLARE PLUS
Serial Number:	97652497	LUNETTOS
Serial Number:	97583922	ARLINGTON
Serial Number:	97102747	NEVERGLARE ADVANTAGE PLUS
Serial Number:	90690552	HIPSTREET
Serial Number:	90710195	COMPOSER
Serial Number:	90690537	XTRACLEAR NON-GLARE
Serial Number:	90690530	CUSTOMFOCUS
Serial Number:	88637678	ARCHER & AVERY
Serial Number:	88804556	TECH DEFENSE
Serial Number:	88804566	NEVERBLUE
Serial Number:	88804563	NEVERBLUE
Serial Number:	87752186	
Serial Number:	97520381	EYEGLASS WORLD
Serial Number:	90779340	TRX
Serial Number:	90779347	TECHRX

OP \$540.00 97430149

Property Type	Number	Word Mark
Serial Number:	90785427	HARPER & MILLS
Serial Number:	97368126	GREEN LOVE

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: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Sophie Bolt

SIGNATURE: /Sophie Bolt/

DATE SIGNED: 07/18/2023

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

NATIONAL VISION, INC.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Georgia
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 13, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A, As Administrative Agent

Street Address: 100 N. Tryon Street

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship National Association, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule A

B. Trademark Registration No.(s)
See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sophie Bolt

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: SBolt@cahill.com

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Sophie Bolt

Signature

July 18, 2023

Date

Sophie Bolt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 008136 FRAME: 0591

**SUPPLEMENTAL GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Supplement"), dated as of June 13, 2023, 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 Second Amended and Restated Credit Agreement, dated as of June 13, 2023 (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.

WITNESSETH:

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 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 was 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.

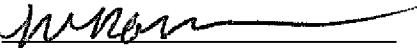
4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (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: Melissa Rasmussen
Title: Chief Financial Officer

BANK OF AMERICA, N.A.
as the Collateral Agent

A handwritten signature in black ink, appearing to read "Erik Truette", is positioned above the typed name and title.

By:
Name: Erik Truette
Title: Vice President

SCHEDULE A

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	National Vision, Inc.	AMERICA'S BEST	97430149	May 26, 2022		
2.	National Vision, Inc.	AMERICA'S BEST CONTACTS & EYEGLASSES	97430141	May 26, 2022		
3.	National Vision, Inc. (DBA Eyeglass World)	EYEGLASS WORLD	97520384	July 26, 2022		
4.	National Vision, Inc.	XTRACLEAR NON-GLARE PLUS	97627303	October 11, 2022		
5.	National Vision, Inc.	LUNETTOS	97652497	October 28, 2022		
6.	National Vision, Inc.	ARLINGTON	97583922	September 8, 2022		
7.	National Vision, Inc.	NEVERGLARE ADVANTAGE PLUS	97102747	November 1, 2021	6932360	December 20, 2022
8.	National Vision, Inc.	HIPSTREET	90690552	May 4, 2021	6931922	December 20, 2022
9.	National Vision, Inc.	COMPOSER	90710195	May 13, 2021	6718457	May 3, 2022
10.	National Vision, Inc.	XTRACLEAR NON-GLARE	90690537	May 4, 2021	6717087	May 3, 2022
11.	National Vision, Inc.	CUSTOMFOCUS	90690530	May 4, 2021	6713006	April 26, 2022
12.	National Vision, Inc.	ARCHER & AVERY	88637678	October 1, 2019	6479637	September 7, 2021
13.	National Vision, Inc.	TECH DEFENSE	88804556	February 20, 2020	6108026	July 21, 2020
14.	National Vision, Inc.	NEVERBLUE	88804566	February 20, 2020	6096567	July 7, 2020
15.	National Vision, Inc.	NEVERBLUE	88804563	February 20, 2020	6096566	July 7, 2020

16.	National Vision, Inc. (DBA Eyeglass World)	(design only)	87752186	January 11, 2018	6019408	March 24, 2020
17.	National Vison, Inc.	EYEGLASS WORLD	97520381	97520381		
18.	National Vision, Inc.	TRX	90779340 ¹	6/17/2021		
19.	National Vision, Inc.	TECHRX	90779347 ²	6/17/2021		
20.	National Vision, Inc.	HARPER & MILLS	90785427 ³	6/21/2021		
21.	National Vision, Inc.	GREEN LOVE	97368126 ⁴	4/18/2022		

¹ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office.

² This is an intent-to-use trademark application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office.

³ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office.

⁴ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office.