

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Vision, Inc.		03/23/2011	CORPORATION: DELAWARE
USV Optical, Inc.		03/23/2011	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Fifth Street Finance Corp.		
Street Address:	10 Bank Street		
Internal Address:	12th Floor		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 51			
Property Type	Number	Word Mark	
Registration Number:	2553197	ALL SPORT	
Registration Number:	2541230	ALL SPORT EYEWEAR	
Registration Number:	2079473	ASHLEY STEWART	
Registration Number:	3871419	ASHLEY! BY ASHLEY STEWART	
Registration Number:	3654392		
Registration Number:	3904456	BLACK SHEEP SHEEP SHEEP	
Serial Number:	77965599	BLUESURF	
Registration Number:	3018841	CHRISTIAN ROTHSCHILD OPTIKS CR	
Registration Number:	2192513	CITY SLICKERS	
Registration Number:	3794840	CORDUROY	
Registration Number:	3874759	CORDUROY	
Serial Number:	85224119	DEAD OR ALIVE	
Registration Number:	3294433	ESTRELLA LATINA	

TRADEMARK

900192392

REEL: 004545 FRAME: 0011

CH \$1290.00 2553197

Registration Number:	2368943	EYE VALU
Serial Number:	85107926	EYE VALU
Registration Number:	3880428	EYE LOOKS
Serial Number:	85061815	EYES & TIES
Serial Number:	85228631	EYEROCK
Serial Number:	77766813	EZVISION
Registration Number:	3880711	EZVISION
Registration Number:	3785455	GET NOTICED ... FOR LESS
Registration Number:	3850659	
Serial Number:	77873261	J.SLOANE
Registration Number:	3785565	MAX COLE.
Serial Number:	85114222	MAX COLE. EXCLUSIVE
Registration Number:	1890424	OLIVER WINSTON
Registration Number:	3874690	OLLIE BY OLIVER WINSTON
Serial Number:	77545562	
Registration Number:	3599834	ROBERTO STEFFANI
Registration Number:	3599887	ROBERTO STEFFANI OCCHIALI
Serial Number:	85228413	SAINTS & SINNERS
Registration Number:	1301023	SERVICE OPTICAL
Registration Number:	3522296	SUNCLUB
Registration Number:	3588601	SUNCLUB
Serial Number:	77723154	SUNFUN
Serial Number:	85051743	SUNSCREEN
Serial Number:	85051747	SUNSCREEN FOR YOUR EYES
Registration Number:	3894671	SUNSHOP
Registration Number:	3947957	SUNSHOP
Registration Number:	3532271	SUNZONE
Serial Number:	85228464	THIRD TWIN
Registration Number:	2601369	TWIST N FLEX
Registration Number:	3850409	ULTRALENS
Serial Number:	77728383	ULTRALENS
Registration Number:	2418498	U.S. VISION
Registration Number:	2407524	U.S. VISION
Registration Number:	3955445	WISEEYES
Registration Number:	3846506	WISEEYES

	1301024	ROYAL OPTICAL
Serial Number:	77873146	EZVISION CRAZY LOW PRICES ON EYEGLASSES & CONTACTS!
Registration Number:	3532269	SUNZONE

#### CORRESPONDENCE DATA

Fax Number: (714)546-9035

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (714) 641-5100

Email: vpai@rutan.com, trademarks@rutan.com, scain@rutan.com,  
amclean@rutan.com, ezaskoda@rutan.com

Correspondent Name: Vijay Pai

Address Line 1: 611 Anton Boulevard

Address Line 2: Suite 1400

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	024969.0091
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NAME OF SUBMITTER:	Erin R. Zaskoda
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Signature:	/Erin R. Zaskoda/
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Date:	05/20/2011
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#### Total Attachments: 8

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## TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, dated as of March 23, 2011 (as amended, modified, substituted, extended or restated, from time to time, this "Agreement"), among U.S. VISION, INC., a Delaware corporation, and USV OPTICAL, INC., a Texas corporation (individually and collectively, the "Assignor"), and FIFTH STREET FINANCE CORP., a Delaware corporation, as Administrative Agent for itself and for certain other Lenders (as defined in the Credit Agreement referred to below) (together with its successors and assigns, "Administrative Agent").

WHEREAS, the Assignor is the owner of the Trademarks including those listed on Schedule A hereto;

WHEREAS, the Assignor and certain other parties, as borrowers, Administrative Agent, and certain other Lenders are party to that certain Credit Agreement of even date herewith (as the same may be hereafter amended, modified, substituted, extended or restated, from time to time, the "Credit Agreement");

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to the Assignor under the Credit Agreement that the Assignor execute and deliver to Administrative Agent this Agreement;

WHEREAS, the Assignor has granted to the Secured Parties (as defined below) a security interest in certain of the Assignor's assets, including without limitation the Trademarks, including without limitation those listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations; and

WHEREAS, this Agreement is supplemental to the provisions contained in the Credit Agreement and other Loan Documents.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. Definitions.** Capitalized terms used herein (including in the preamble and recitals above) and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this Section 1:

**Proceeds.** Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral, any value received as a consequence of the ownership, possession, use or practice of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of

whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

**PTO.** The United States Patent and Trademark Office.

**Secured Parties.** Collectively, the Lenders and the Administrative Agent.

**Security Agreement.** That certain Security Agreement executed by the Assignor and certain other debtor parties in favor of Administrative Agent for the benefit of the Secured Parties dated as of the date hereof as it may be amended, restated or modified from time to time.

**Trademark Collateral.** All of the Assignor's right, title and interest in and to all of the Trademarks including those listed on Schedule A attached hereto, the Trademark Rights and Proceeds therein.

**Trademark Rights.** Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: (i) the right (but not the obligation) to register claims under any federal, state or foreign trademark law or regulation, (ii) the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Trademarks, (iii) the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury, (iv) the right (but not the obligation) to license rights to the Trademarks, including those listed on Schedule A to third parties, and (v) the right (but not the obligation) to make and prosecute applications or renewals for the Trademarks, including those listed on Schedule A.

**2. Grant of Security Interest.** To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants and collaterally assigns to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, A CONTINUING SECURITY INTEREST IN all of the Trademark Collateral. THE SECURED PARTIES ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF THEIR HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE ASSIGNOR IS A PARTY RELATING TO THE TRADEMARKS.

**3. Acknowledgement of Security Agreement.** This Trademark Agreement has been executed and delivered by the Assignor for the purpose of recording the grant of security interest herein with the PTO and any and all appropriate foreign Governmental Authorities. 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. The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark 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 Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

**4. Termination.** On the Termination Date, this Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments, releases and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Trademark Collateral previously granted, assigned, transferred and conveyed to the Secured Parties by the Assignor pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Secured Parties in accordance with the Credit Agreement and the Security Agreement.

**5. Counterparts; Effectiveness.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one in the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email transmission shall be effective as a delivery of a manually executed counterpart of this Agreement.

**6. Governing Law.** THIS AGREEMENT SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[signatures on next page]



SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Trademark Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

“Assignor”

U.S. VISION, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OPTICARE EYE HEALTH CENTERS, INC.,  
a Connecticut corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

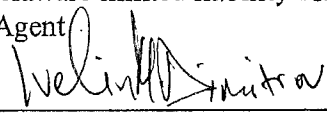
USV OPTICAL, INC., a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

“Administrative Agent”

FIFTH STREET FINANCE CORP.,  
a Delaware corporation

By: Fifth Street Management LLC,  
a Delaware limited liability company,  
its Agent

By:  \_\_\_\_\_  
Ivelin M. Dimitrov  
Co-Chief Investment Officer



## SCHEDULE A

### U.S. Vision, Inc. Trademarks/Trade Names

Trademarks/ Trade Name	Filing/Registration Date	Status	Registration Number (Serial Number)	Owner
ALL SPORT	3/26/02	Registered	2553197	U.S. Vision
ALL sport eyewear (and Design)	2/19/02	Registered	2541230	U.S. Vision
ASHLEY STEWART	7/15/97	Registered/Renewed	2079473	U.S. Vision
Ashley! by Ashley Stewart (Stylized)*	11/02/10	Registered	3871419	U.S. Vision
Black Sheep (Design Only)	7/14/09	Registered	3654392	U.S. Vision
Black Sheep Sheep Sheep (and Design)	1/11/11	Registered	3904456	U.S. Vision
BLUESURF	3/23/10	Notice of Allowance	77965599 (Serial No.)	U.S. Vision
Christian Rothschild Optiks CR (and Design)	11/29/05	Registered	3018841	U.S. Vision
CITY SLICKERS	9/29/98	Registered/Renewed	2192513	U.S. Vision
CORDUROY	5/25/10	Registered	3794840	U.S. Vision
corduroy (Stylized)	11/09/10	Registered	3874759	U.S. Vision
DEAD OR ALIVE	1/24/11	Pending	85224119	U.S. Vision
estrella latina (Stylized)	9/18/07	Registered	3294433	U.S. Vision
EYE VALU	7/18/00	Cancelled	2368943	U.S. Vision
EYE VALU	8/16/10	Pending	85-107926	U.S. Vision
EYE LOOKS	11/23/10	Registered	3880428	U.S. Vision
EYES & TIES	6/14/10	Pending	85061815 (Serial No.)	U.S. Vision
EYEROCK	1/28/11	Pending	85228631	U.S. Vision
\$EZVISION (Stylized & Design)	6/24/09	Abandoned	77766813 (Serial No.)	U.S. Vision
EZVISION Crazy Low Prices On Eyeglasses & Contacts! (and Design)	11/16/09	Notice of Allowance	77873146 (Serial No.)	U.S. Vision
EZVISION	11/23/10	Registered	3880711	U.S. Vision

Trademarks/ Trade Name	Filing/Registration Date	Status	Registration Number (Serial Number)	Owner
GET NOTICED ... For Less	5/4/10	Registered	3785455	U.S. Vision
Golfer (Design only)	9/21/10	Registered	3850659	U.S. Vision
J.Sloane (Stylized)	11/16/09	Abandoned	77873261 (Serial No.)	U.S. Vision
MAX COLE.	5/4/10	Registered	3785565	U.S. Vision
MAX COLE. EXCLUSIVE	8/24/10	Pending	85-114222	U.S. Vision
OLIVER WINSTON	4/18/95	Registered/Renewed	1890424	U.S. Vision
ollie by Oliver Winston (and Design)	11/9/10	Registered	3874690	U.S. Vision
Polo Player Falling off of Horse (Design only)	8/13/08	Suspended	77545562 (Serial No.)	U.S. Vision
ROBERTO STEFFANI	3/31/09	Registered	3599834	U.S. Vision
Roberto Steffani OCCHIALI (Stylized)	3/31/09	Registered	3599887	U.S. Vision
SAINTS & SINNERS	1/28/11	Pending	85228413	U.S. Vision
SERVICE OPTICAL*	10/16/84	Registered/Renewed	1301023	U.S. Vision
SUNCLUB	10/21/08	Registered	3522296	U.S. Vision
SunClub (and Design)	3/10/09	Registered	3588601	U.S. Vision
SUNFUN	4/27/09	Notice of Allowance	77723154 (Serial No.)	U.S. Vision
SUNSCREEN	6/1/10	Notice of Allowance	85051743 (Serial No.)	U.S. Vision
SUNSCREEN FOR YOUR EYES	6/1/10	Notice of Allowance	85051747 (Serial No.)	U.S. Vision
SUNSHOP	12/21/10	Registered	3894671	U.S. Vision
SunShop (Stylized)	4/19/11	Registered	3947957	U.S. Vision
SunZone (Stylized)	11/11/08	Registered	3532271	U.S. Vision
SUNZONE	11/11/08	Registered	3532269	U.S. Vision
THIRD TWIN	1/28/11	Pending	85228464	U.S. Vision
twist n flex (and Design)	7/30/02	Registered	2601369	U.S. Vision
ULTRALENS	9/21/10	Registered	3850409	U.S. Vision

Trademarks/ Trade Name	Filing/Registration Date	Status	Registration Number (Serial Number)	Owner
UltraLens (and Design)	5/4/09	Pending	77728383 (Serial No.)	U.S. Vision
U.S. VISION (Stylized)	1/9/01	Registered	2418498	U.S. Vision
U.S. VISION	11/28/00	Registered/Renewed	2407524	U.S. Vision
WISEEYES	5/3/11	Registered	3955445	U.S. Vision
wiseeyes (Design)	9/7/10	Registered	3846506	U.S. Vision

\* Although the U.S. Patent and Trademark Office Database may indicate that the entire interest in these marks was transferred rather than just a security interest from Barclays Business Credit, Inc. ("Barclays") to Shawmut Capital Corp. (Reel/Frame 1330/0202 Recorded 03/29/1995), this is a recordation error. Barclays did not have the right to transfer this trademark. These marks are no longer in use by the Company.

#### USV Optical, Inc. Trademarks/Trade Names

Trademarks/ Trade Name	Filing/Registration Date	Status	Registration Number (Serial Number)	Owner
*ROYAL OPTICAL	10/16/84	Registered/Renewed	1301024	USV; formerly Rio Optical Corporation