

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM370269

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF FIRST LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Morgan Stanley Senior Funding, Inc.		01/22/2016	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	1-800 CONTACTS, INC.		
<b>Street Address:</b>	261 W. Data Drive		
<b>City:</b>	Draper		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84020		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2675866	1800CONTACTS	
Registration Number:	2925885	EVISION	
Registration Number:	2693498	EXACT SAME CONTACT LENSES, DELIVERED TO	
Registration Number:	2886220	THE WORLD'S LARGEST CONTACT LENS STORE.	
Registration Number:	2558233	WE DELIVER. YOU SAVE.	
Registration Number:	2731114	1800 CONTACTS	
Registration Number:	2865713	AQUASOFT	
Registration Number:	2968228	AQUASOFT	
Registration Number:	2927522	WE MAKE IT SIMPLE	
Registration Number:	3833549	WWW.1800CONTACTS.COM	
Registration Number:	3833550	WWW.1800CONTACTS.COM	
Registration Number:	4782153	EVISION	
Registration Number:	3895482	WE'RE THAT PASSIONATE ABOUT EYES	
Registration Number:	4102431	LENSGAUGE	
Registration Number:	4102432	LENSGAUGE	
Registration Number:	4105326	LENSGAUGE	
Registration Number:	4105327	LENSGAUGE	

OP \$640.00 2675866

Property Type	Number	Word Mark
Registration Number:	4216404	1800CONTACTS
Registration Number:	4351896	THE BEST WAY TO GET CONTACTS
Registration Number:	4725364	NEVER RUN OUT OF CONTACTS
Registration Number:	4771751	WORLD'S LARGEST CONTACT LENS STORE
Registration Number:	4723705	THE EASIEST WAY TO SAVE ON CONTACT LENSE
Serial Number:	86686373	LENSEASY
Serial Number:	86765631	PV PREMIUM VISION
Serial Number:	86826320	1800CONTACTS

#### CORRESPONDENCE DATA

**Fax Number:** 8004947512

*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:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** Joanna McCall

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** National Corporate Research, LTD.

**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F160878

**NAME OF SUBMITTER:** Chelsea Rodstrom

**SIGNATURE:** /Chelsea Rodstrom/

**DATE SIGNED:** 01/25/2016

#### Total Attachments: 9

source=AmericasActive(Mars - First Lien IP Release)#page1.tif

source=AmericasActive(Mars - First Lien IP Release)#page2.tif

source=AmericasActive(Mars - First Lien IP Release)#page3.tif

source=AmericasActive(Mars - First Lien IP Release)#page4.tif

source=AmericasActive(Mars - First Lien IP Release)#page5.tif

source=AmericasActive(Mars - First Lien IP Release)#page6.tif

source=AmericasActive(Mars - First Lien IP Release)#page7.tif

source=AmericasActive(Mars - First Lien IP Release)#page8.tif

source=AmericasActive(Mars - First Lien IP Release)#page9.tif

**RELEASE OF FIRST LIEN SECURITY INTEREST IN INTELLECTUAL  
PROPERTY**

**THIS RELEASE OF LIEN** (this “Release”) is made as of January 22, 2016 (the “Effective Date”) by Morgan Stanley Senior Funding, Inc. as administrative agent and collateral agent (the “Administrative Agent”) in favor of 1-800 Contacts, Inc. (“Grantor”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the First Lien Credit Agreement (as defined below).

**WHEREAS**, Grantor and the Administrative Agent entered into that certain First Lien Credit Agreement (as amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time) by and among Leonardo Acquisition Corp., as borrower, Grantor, the Administrative Agent and the other parties thereto, dated as of January 31, 2014 (the “First Lien Credit Agreement”), pursuant to which Grantor executed and delivered (i) that certain Pledge and Security Agreement (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “Pledge and Security Agreement”), (ii) that certain First Lien Patent Security Agreement, including Schedule 2 thereto, which was recorded with the United States Patent and Trademark Office on January 31, 2014 at reel 032146 / frame 0045 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “Patent Security Agreement”), (iii) that certain First Lien Trademark Security Agreement, including Schedule 2 thereto, which was recorded with the United States Patent and Trademark Office on January 31, 2014 at reel 5205 / frame 0416 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “Trademark Security Agreement”), and (iv) that certain First Lien Copyright Security Agreement, including Schedule 2 thereto, which was recorded with the United States Copyright Office on February 6, 2014 as document number V9911D960 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “Copyright Security Agreement”, and together with the Pledge and Security Agreement, the Patent Security Agreement and the Trademark Security Agreement, the “First Lien Security Agreements”);

**WHEREAS**, pursuant to the First Lien Security Agreements, Grantor granted to and created in favor of the Administrative Agent, for its benefit, a continuing first priority Lien on and security interest in and to all of the Copyrights, Trademarks, Patents and Trade Secrets of the Grantor (as such terms are defined in the Pledge and Security Agreement) (including, but not limited to, those items set forth on Schedule A hereto and/or identified in the First Lien Security Agreements), whether then existing or thereafter acquired by Grantor, as security for the due and punctual payment and performance of the Secured Obligations in full, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise; and

**WHEREAS**, Administrative Agent acknowledges full performance of the Grantor’s Secured Obligations and accordingly requests a specific release of the Lien and security interest granted and recorded against all of the Copyrights, Trademarks, Patents and Trade Secrets of the Grantor (including, but not limited to, those items set forth on Schedule A hereto and/or identified in the First Lien Security Agreements).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby, on behalf of itself and its respective successors and assigns, hereby: (i) terminates the First Lien Security Agreements and fully releases and discharges any and all liens, security interests, right, title and interest it may have, in whole or in part, in, to and under all of the Copyrights, Trademarks, Patents and Trade Secrets of the Grantor (including, but not limited to, those items set forth on Schedule A hereto and/or identified in the First Lien Security Agreements), together with the goodwill of the business symbolized thereby, all applications and registrations related thereto, and all other right, title and interest in and to any other Copyrights, Trademarks, Patents or Trade Secrets conveyed to the Administrative Agent (if any) pursuant to the First Lien Credit Agreement, the First Lien Security Agreements, and/or any other agreement; (ii) re-assigns to Grantor any and all such right, title and interest that it may have in any such Copyrights, Trademarks, Patents or Trade Secrets (if any) to Grantor; (iii) agrees that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights to Grantor; and (iv) authorizes and requests that the United States Patent and Trademark Office and the United States Copyright Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Administrative Agent's rights under each of the First Lien Credit Agreement and the First Lien Security Agreements, with respect to any such Copyrights, Trademarks, Patents or Trade Secrets.

This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

\* \* \* \* \*

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed, on behalf of itself and the Lenders, by its duly authorized representative effective as of the Effective Date.

Morgan Stanley Senior Funding, Inc.  
as Administrative Agent

By: 

Name: STEPHEN B. KING

Title: VP

[Signature Page to First Lien IP Release]

**Schedule A**

**1-800 CONTACTS, INC.**

**PATENTS AND DESIGN PATENTS**

No.	Patent	Patent Number	Issue Date	Application No.	Application Date	Owner
1.	CONTACT LENS PACKAGE AND STORAGE CASE, HOLDER, AND SYSTEM AND METHOD OF MAKING AND USING	7832551	11/16/2010	10/527383	3/11/2005	1-800 Contacts, Inc.
2.	CONTACT LENS PACKAGE AND STORAGE CASE, HOLDER, AND SYSTEM AND METHOD OF MAKING AND USING	8069979	12/6/2011	12/902103	10/11/2010	1-800 Contacts, Inc.

**PATENT APPLICATIONS**

No.	Patent	Patent Number	Issue Date	Application No.	Application Date	Owner
1.	PURCHASING INTERFACE			14/614312	2/4/2015	1-800 Contacts, Inc.

**U.S. TRADEMARK REGISTRATIONS**

No.	Mark	Registration Number	Registration Date	Serial Number	Filing Date	Owner
1.	1800CONTACTS	2675866	01/21/2003	75746706	07/08/1999	1-800 Contacts, Inc.
2.	EVISION	2925885	02/08/2005	78223193	03/07/2003	1-800 Contacts, Inc.
3.	EXACT SAME CONTACT LENSES, DELIVERED TO YOUR DOOR, FOR LESS THAN YOU'RE PAYING NOW	2693498	03/04/2003	78125775	05/02/2002	1-800 Contacts, Inc.
4.	THE WORLD'S LARGEST CONTACT LENS STORE.	2886220	09/21/2004	78125785	05/02/2002	1-800 Contacts, Inc.

No.	Mark	Registration Number	Registration Date	Serial Number	Filing Date	Owner
5.	WE DELIVER. YOU SAVE.	2558233	04/09/2002	76118573	08/29/2000	1-800 Contacts, Inc.
6.	1 800 CONTACTS & Design	2731114	07/01/2003	76138625	10/02/2000	1-800 Contacts, Inc.
7.	AQUASOFT	2865713	07/20/2004	78194265	12/13/2002	1-800 Contacts, Inc.
8.	AQUASOFT	2968228	07/12/2005	78201365	01/08/2003	1-800 Contacts, Inc.
9.	WE MAKE IT SIMPLE	2927522	02/22/2005	76575250	02/12/2004	1-800 Contacts, Inc.
10.	www.1800contacts.com	3833549	08/17/2010	77751475	06/03/2009	1-800 Contacts, Inc.
11.	www.1800contacts.com & Design	3833550	08/17/2010	77751490	06/03/2009	1-800 Contacts, Inc.
12.	EVISION	4782153	7/28/2015	85316313	05/09/2011	1-800 Contacts, Inc.
13.	WE'RE THAT PASSIONATE ABOUT EYES	3895482	12/21/2010	77962700	03/18/2010	1-800 Contacts, Inc.
14.	LENSGAUGE	4102431	02/21/2012	85370397	07/13/2011	1-800 Contacts, Inc.
15.	LENSGAUGE	4102432	02/21/2012	85370423	07/13/2011	1-800 Contacts, Inc.
16.	LENSGAUGE & Design	4105326	02/28/2012	85370441	07/13/2011	1-800 Contacts, Inc.
17.	LENSGAUGE & Design	4105327	02/28/2012	85370452	07/13/2011	1-800 Contacts, Inc.
18.	1 800 CONTACTS & Design (Shiny)	4216404	10/02/2012	85369028	07/12/2011	1-800 Contacts, Inc.
19.	THE BEST WAY TO GET CONTACTS	4351896	06/11/2013	85821654	01/11/2013	1-800 Contacts, Inc.
20.	NEVER RUN OUT OF CONTACTS	4725364	04/21/2015	86303760	06/09/2014	1-800 Contacts, Inc.
21.	WORLD'S LARGEST CONTACT LENS STORE	4771751	7/14/2015	86373307	08/21/2014	1-800 Contacts, Inc.

No.	Mark	Registration Number	Registration Date	Serial Number	Filing Date	Owner
22.	THE EASIEST WAY TO SAVE ON CONTACT LENSES	4723705	04/21/2015	86393937	09/12/2014	1-800 Contacts, Inc.

### U.S. TRADEMARK APPLICATIONS

No.	Mark	Application Number	Serial Number	Filing Date	Owner
1.	LENSEASY	86686373	86686373	7/8/2015	1-800 Contacts, Inc.
2.	PREMIUM VISION & Design	86765631	86765631	9/23/2015	1-800 Contacts, Inc.
3.	NEW 1800CONTACTS LOGO	86826320	86826320	11/19/2015	1-800 Contacts, Inc.

### COPYRIGHT REGISTRATIONS

No.	Title	Registration Number	Registration Date	Owner
4.	1-800 Contacts.	VA0001211396	2/21/2003	1-800 Contacts, Inc.
5.	1-800 Contacts, Inc.	VA0001116652	3/13/2000	1-800 Contacts, Inc.
6.	1-800 Contacts spinning.	PA0001059044	11/23/2001	1-800 Contacts, Inc. and Strategic Creative Services, Inc.
7.	1-800 Contacts testimonial :alt. ti., Save II.	PA0001059043	11/23/2001	1-800 Contacts, Inc. and Strategic Creative Services, Inc.
8.	1-800 Contacts testimonial and spinning.	PA0001062195	11/23/2001	1-800 Contacts, Inc. and Strategic Creative Services, Inc.
9.	1800Contacts.	VA0001032662	10/2/2000	1-800 Contacts, Inc.

No.	Title	Registration Number	Registration Date	Owner
10.	Source code of 1-800 contacts web site	TX0005586244	8/6/2002	1-800 Contacts, Inc.
11.	Water picture	VAu000579604	3/19/2003	1-800 Contacts, Inc.
12.	Water picture : no. 2.	VAu000635751	4/26/2004	1-800 Contacts, Inc.
13.	1-800Contacts.com	VA0001907363	9/16/2013	1-800 Contacts, Inc.
14.	1-800 Contacts Jingle	SR 758-293	2/21/2015	1-800 Contacts, Inc.
15.	Date Night Commercial	PA1-933-209	2/21/2015	1-800 Contacts, Inc.
16.	"Toilet App Commercial"	PA1-936-874	3/16/2015	1-800 Contacts, Inc.
17.	"Toilet Free Shipping Commercial"	PA1-935-778	3/16/2015	1-800 Contacts, Inc.
18.	"HCCream Commercial"	PA1-935-775	3/16/2015	1-800 Contacts, Inc.
19.	"HCCream App Commercial"	PA1-935-777	3/16/2015	1-800 Contacts, Inc.
20.	"HCCream Thank You App Commercial"	PA1-935-774	3/16/2015	1-800 Contacts, Inc.
21.	"Nun Patient Commercial"	PA1-935-798	3/16/2015	1-800 Contacts, Inc.
22.	"Nun Patient Free Shipping Commercial"	PA1-935-797	3/16/2015	1-800 Contacts, Inc.
23.	"Nun Outfit Free Shipping Commercial"	PA1-935-795	3/16/2015	1-800 Contacts, Inc.
24.	"Nun Outfit Commercial"	PA1-935-796	3/16/2015	1-800 Contacts, Inc.
25.	"Snake Commercial"	PAu3-761-236	3/16/2015	1-800 Contacts, Inc.
26.	"Snake Free Shipping Commercial"	Pau3-761-235	3/16/2015	1-800 Contacts, Inc.

No.	Title	Registration Number	Registration Date	Owner
27.	"Snake Better Make Me Famous Commercial"	PA1-935-758	3/16/2015	1-800 Contacts, Inc.
28.	"Snake Golf Ball Commercial"	PAu3-760-861	3/16/2015	1-800 Contacts, Inc.
29.	"Snake Golf Ball Free Shipping Commercial"	PAu3-760-862	3/16/2015	1-800 Contacts, Inc.
30.	"Snake Feet First Commercial"	PA1-935-776	3/16/2015	1-800 Contacts, Inc.
31.	"Pirate Left Eye Tore Commercial"	PA1-936-878	3/16/2015	1-800 Contacts, Inc.
32.	"Pirate Ripped Commercial"	PA1-935-769	3/16/2015	1-800 Contacts, Inc.
33.	"Pirate Tore Commercial"	PA1-935-766	3/16/2015	1-800 Contacts, Inc.
34.	"Pirate Tore Always Fast Free Shipping Commercial"	PA1-935-763	3/16/2015	1-800 Contacts, Inc.
35.	"Toilet Always Fast Free Shipping Commercial"	PA1-935-782	3/16/2015	1-800 Contacts, Inc.
36.	"Pirate Ripped Always Fast Free Shipping Commercial"	PA1-935-779	3/16/2015	1-800 Contacts, Inc.
37.	"Pirate Bathroom Commercial"	PA1-935-733	3/16/2015	1-800 Contacts, Inc.
38.	"Pirate Bathroom Always Fast Free Shipping Commercial"	PA1-935-696	3/16/2015	1-800 Contacts, Inc.
39.	"Date Night Free Shipping Commercial"	PA1-935-794	3/16/2015	1-800 Contacts, Inc.
40.	AQUASOFT Box Art	VAu001219833	6/16/2015	1-800 Contacts, Inc.
41.	1-800 Contacts testimonial (Cd-rom) & 8 other titles.	V3556D626	9/18/2007	1-800 Contacts, Inc.
42.	1-800 Contacts testimonial & 7 other titles.	V3522D050	12/01/2004	1-800 Contacts, Inc.

No.	Title	Registration Number	Registration Date	Owner
43.	1-800 contacts & 13 other titles.	V9911D960	2/6/2014	1-800 Contacts, Inc.
44.	1-800 contacts and 13 other titles.	V9908D154	2/10/2014	1-800 Contacts, Inc.
45.	1-800 contacts testimonial & 14 other titles.	V9912D503	2/10/2014	1-800 Contacts, Inc.
46.	1-800 contacts testimonial; alt.ti., save II & 14 other titles.	V9912D459	2/10/2014	1-800 Contacts, Inc.
47.	1-800 Contacts testimonial & 8 other titles.	V3556D625	9/18/2007	1-800 Contacts, Inc.
48.	1-800 Contacts testimonial (Cd-rom) & 7 other titles.	V3556D627	9/18/2007	1-800 Contacts, Inc.
49.	Glasses.com	VA0001907366	9/16/2013	1-800 Contacts, Inc.