

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Insight Equity A.P. X, LP		03/07/2008	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

Name:	Regiment Capital Special Situations Fund IV, L.P., as agent
Street Address:	222 Berkeley Street
Internal Address:	12th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 39**

Property Type	Number	Word Mark
Registration Number:	2573240	A BREED APART
Registration Number:	2610408	ACTUALEYES
Registration Number:	2561544	AN UNCOMPROMISING COMBINATION
Registration Number:	1815373	ASPHEREYES
Registration Number:	2636311	CONTINUA
Registration Number:	1441874	DATALITE
Registration Number:	2558416	DEFY GLARE
Serial Number:	78628009	DIAMONEX
Registration Number:	2571137	FOCALITE
Registration Number:	2919558	ILLUMINA
Registration Number:	2771254	INSIGHT EQUITY
Serial Number:	78665478	LIFERX
Serial Number:	78659996	LIFERX

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Serial Number:	77385407	LIFERX
Serial Number:	78648506	LIFERX
Serial Number:	77385255	LIFERX LIGHT RESPONSIVE LENSES
Serial Number:	78648483	MYRX
Registration Number:	2860447	OUTLOOK
Registration Number:	2658042	PATENTED FOR FUN
Registration Number:	2587759	PREMIER PLUS
Serial Number:	77235440	PROTECTINT
Registration Number:	2676380	SRC
Serial Number:	78672507	SUNRX
Registration Number:	2377557	SUNRX
Registration Number:	1742188	SUN[PRESCRIPTION SYMBOL]
Serial Number:	78669648	SUNRX
Registration Number:	2484384	SUNSPORT
Registration Number:	2324836	TEGRA
Registration Number:	2587761	TEGRA ACTUALEYES
Registration Number:	2603904	TEGRA OUTLOOK
Registration Number:	2597318	TEGRA OUTLOOK SUNRX
Registration Number:	2569678	TEGRA SUNRX
Registration Number:	2492656	THE CHOICE IS INFINITELY CLEAR
Serial Number:	78657288	THE ULTIMATE EVERYWEAR LENS
Registration Number:	1816690	THINDEX
Registration Number:	2667952	UNCOMPROMISING TECHNOLOGY
Registration Number:	1493953	VERSALITE
Registration Number:	1020990	VISION-EASE
Registration Number:	2567040	VISION-EASE LENS

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-756-2494  
Email: watt.wanapha@srz.com  
Correspondent Name: Watt Wanapha, Esq.  
Address Line 1: 919 Third Avenue  
Address Line 2: 22nd Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

059182.0025

**TRADEMARK**

**REEL: 003748 FRAME: 0787**

NAME OF SUBMITTER:	Watt Wanapha, Esq. (059182.0025)
Signature:	/kc for ww/
Date:	03/26/2008

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), is dated as of March 7, 2008, by **INSIGHT EQUITY A.P. X, LP**, a Texas Limited Partnership (the "Grantor"), in favor of **REGIMENT CAPITAL SPECIAL SITUATIONS FUND IV, L.P.**, a Delaware limited partnership, individually and in its capacity as agent ("Agent") for the several financial institutions from time to time party to the Credit Agreement defined below (collectively, the "Lenders").

### WITNESSETH

WHEREAS, the Grantor is party to a Pledge and Security Agreement, dated as of December 18, 2007 (as amended, the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and in connection with that certain Term Loan B Credit Agreement dated as of December 18, 2007, by and among Grantor, Insight Equity A.P. X Company, LLC, certain of Grantor's subsidiaries, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for its benefit and the benefit of the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

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Insight Pledge and Security Agreement (Second Lien)

SECTION 4. Priority of Lien and Security Interest. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Amended and Restated Intercreditor Agreement, dated as of February 28, 2008 (as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among ORIX Finance Corp., as First Lien Agent, and Regiment Capital Special Situations Fund IV, L.P., as Second Lien Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 5. Termination. Upon the release of the Agent's security interest in any Trademarks pursuant to the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such Trademarks under this Agreement.

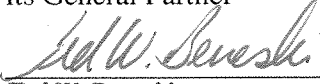
SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

*[signature page follows]*

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**INSIGHT EQUITY A.P. X, LP**

By: Insight Equity A.P. X Company, LLC  
its General Partner

By:   
Name: **Ted W. Beneski**  
Title: **Chairman of the Board**

By:   
Name: **Conner Searey**  
Title: **Vice President - Strategy**

ACCEPTED AND AGREED:

**REGIMENT CAPITAL SPECIAL SITUATIONS FUND IV, L.P. (the "Fund")**,  
a Delaware limited partnership,  
as Agent

By: Regiment Capital IV GP, L.P. ("GPLP"),  
general partner of the Fund

By: Regiment Capital IV GP, LLC,  
general partner of GPLP

By: \_\_\_\_\_  
Name: Richard Miller  
Title: Managing Director

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**INSIGHT EQUITY A.P. X, LP**

By: Insight Equity A.P. X Company, LLC  
its General Partner

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


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

ACCEPTED AND AGREED:

**REGIMENT CAPITAL SPECIAL SITUATIONS FUND IV, L.P. (the "Fund")**,  
a Delaware limited partnership,  
as Agent

By: Regiment Capital IV GP, L.P. ("GPLP"),  
general partner of the Fund

By: Regiment Capital IV GP, LLC,  
general partner of GPLP

By:  \_\_\_\_\_  
Name: Richard Miller  
Title: Managing Director








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Insight Pledge and Security Agreement (Second Lien)

**SCHEDULE I TO TRADEMARK SECURITY AGREEMENT**

**i. Trademarks**


**1. U.S. Trademarks**

Mark	Country	Reg. No./App. No.
A BREED APART	United States	2,573,240
ACTUALEYES	United States	2,610,408
AN UNCOMPROMISING COMBINATION	United States	2,561,544
ASPHEREYES	United States	1,815,373
CONTINUA	United States	2,636,311
DATALITE	United States	1,441,874
DEFY GLARE	United States	2,558,416
DIAMONEX	United States	78/628,009
FOCALITE	United States	2,571,137
ILLUMINA	United States	2,919,558
INSIGHT EQUITY and Design 	United States	2,771,254
LIFERX 	United States	78/665,478
LIFERX 	United States	78/659,996
LIFERX 	United States	77/385,407
LIFERX	United States	78/648,506
LIFERX LIGHT RESPONSIVE LENSES 	United States	77/385,255
MYRX	United States	78/648,483
OUTLOOK	United States	2,860,447
PATENTED FOR FUN	United States	2,658,042
PREMIER PLUS	United States	2,587,759
PROTECTINT	United States	77/235,440
SRC	United States	2,676,380
SUNRX	United States	78/672,507
SUNRX	United States	2,377,557
SUNRX (Stylized) 	United States	1,742,188
SUNRX 	United States	78/669,648
SUNSPORT	United States	2,484,384


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Insight Pledge and Security Agreement (Second Lien)



Mark	Country	Reg. No./App. No.
TEGRA	United States	2,324,836
TEGRA ACTUALEYES	United States	2,587,761
TEGRA OUTLOOK	United States	2,603,904
TEGRA OUTLOOK SUNRX	United States	2,597,318
TEGRA SUNRX	United States	2,569,678
THE CHOICE IS INFINITELY CLEAR	United States	2,492,656
THE ULTIMATE EVERYWEAR LENS	United States	78/657,288
THINDEX and Design 	United States	1,816,690
UNCOMPROMISING TECHNOLOGY	United States	2,667,952
VERSALITE	United States	1,493,953
VISION-EASE	United States	1,020,990
VISION-EASE LENS	United States	2,567,040

## 2. International Trademarks

Mark	Country	Reg. No./App. No.
ACTUALEYES	Canada	TMA544,994
ACTUALEYES	European Community	001884097
ACTUALEYES	Mexico	691136
AN UNCOMPROMISING COMBINATION	Mexico	712657
ASPHEREYE	Canada	TMA572,655
ASPHEREYES	European Community	001883685
ASPHEREYES	Mexico	683737
CONTINUA	Argentina	1,972,372
CONTINUA	Austria	209474
CONTINUA	Benelux	200365
CONTINUA	Brazil	824930614
CONTINUA	Canada	TMA619,888
CONTINUA	Colombia	269921
CONTINUA	Denmark	200301113 VR
CONTINUA	Finland	235231
CONTINUA	France	033208393
CONTINUA	Germany	30256792
CONTINUA	Greece	235
CONTINUA	Ireland	226342
CONTINUA	Mexico	898699
CONTINUA	Russian Federation	2007725968
CONTINUA	Spain	2514099
CONTINUA (Cyrillic) 	Russian Federation	2007725966
CONTINUA	Sweden	360547
CONTINUA	United Kingdom	2318023

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Insight Pledge and Security Agreement (Second Lien)

Mark	Country	Reg. No./App. No.
CONTINUA	Venezuela	P-250116
DEFY GLARE	Mexico	712656
DIAMONEX	European Community	1884261
DIAMONEX	Mexico	735883
DIAMONEX	Mexico	683740
DIAMONEX	Mexico	683741
FASTINT	European Community	1884048
FASTINT	Mexico	683738
FOCALITE	Mexico	712655
ILLUMINA	Brazil	825986826
ILLUMINA	Canada	1,193,779
ILLUMINA	European Community	3416013
ILLUMINA	Mexico	858121
ILLUMINA	Russian Federation	2007725965
ILLUMINA (Cyrillic) <b>ИЛЛЮМИНА</b>	Russian Federation	2007725963
LIFERX and Design	Argentina	2145326
LIFERX	Argentina	2145324
LIFERX	Brazil	827958595
LIFERX and Design	Brazil	827958587
LIFERX	Canada	1276672
LIFERX 	Canada	1276677
LIFERX and Design	Chile	758332
LIFERX	Chile	758333
LIFERX and Design	Colombia	317468
LIFERX	Colombia	317470
LIFERX	CTM	4783791
LIFERX and Design	CTM	4786778
LIFERX and Design	Hong Kong	300508806
LIFERX	Hong Kong	300508824
LIFERX	International Register	874110
LIFERX and Design	International Register	876153
LIFERX	Mexico	913012
LIFERX 	Mexico	913013
LIFERX and Design	New Zealand	737305
LIFERX	New Zealand	737302
LIFERX and Design	Saudi Arabia	892/56
LIFERX	Saudi Arabia	902/7
LIFERX and Design	South Africa	2005122315
LIFERX	South Africa	2005122314
LIFERX and Design	Venezuela	27281-2005
LIFERX	Venezuela	27280-2005

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Insight Pledge and Security Agreement (Second Lien)




**TRADEMARK**  
**REEL: 003748 FRAME: 0795**

Mark	Country	Reg. No./App. No.
LIFERX (Cyrillic) <b>ЛАЙФРИКС</b>	Russian Federation	2007731208
LIFERX (Cyrillic) <b>ЛАЙФРИКС</b>	Russian Federation	2007725959
ON GUARD	Canada	TMA572,656
ON GUARD	European Community	1885268
ON GUARD	Mexico	689224
OUTLOOK	Argentina	1931313
OUTLOOK	Brazil	824930622
OUTLOOK	Canada	TMA547,638
OUTLOOK	Colombia	274164
OUTLOOK	European Community	1885607
OUTLOOK	Mexico	725444
OUTLOOK	Venezuela	137982002
OUTLOOK	Russian Federation	2007725962
OUTLOOK	Russian Federation	2007725961
PATENTED FOR FUN	Mexico	712667
PREMIER PLUS	Canada	TMA579,139
PREMIER PLUS	Mexico	861941
PREMIER PLUS	Venezuela	137962002
PROTECTINT	Argentina	2780884
PROTECTINT	Argentina	2780883
PROTECTINT	Brazil	829403531
PROTECTINT	Brazil	829403540
PROTECTINT	Canada	1,361,777
PROTECTINT	Chile	787218
PROTECTINT	Colombia	n/a
PROTECTINT	Colombia	n/a
PROTECTINT	International Register	937500
PROTECTINT	Hong Kong	300945081
PROTECTINT	Mexico	878944
PROTECTINT	Mexico	878945
PROTECTINT	New Zealand	775157
PROTECTINT	Saudi Arabia	121648
PROTECTINT	Saudi Arabia	121765
PROTECTINT	South Africa	200719827
PROTECTINT	South Africa	200719828
PROTECTINT	Venezuela	21214-2007
PROTECTINT	Venezuela	21213-2007
SRC	European Community	002194850
SRC	Mexico	712660
SUNRX and Design	Argentina	2011023
SUNRX	Argentina	6180361
SUNRX	Brazil	824930657
SUNRX and Design	Brazil	827958609
SUNRX	Canada	TMA577,218

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Insight Pledge and Security Agreement (Second Lien)

**TRADEMARK**  
**REEL: 003748 FRAME: 0796**

Mark	Country	Reg. No./App. No.
SUNRX 	Canada	1276678
SUNRX and Design	Chile	766384
SUNRX	Chile	766363
SUNRX	Colombia	272612
SUNRX and Design	Colombia	317467
SUNRX and design	CTM	4782851
SUNRX and Design	European Community	1884295
SUNRX and Design	Hong Kong	300508833
SUNRX	Hong Kong	300508815
SUNRX	International Register	870707
SUNRX and Design	International Register	874203
SUNRX	Mexico	689223
SUNRX and Design	Mexico	970094
SUNRX and Design	New Zealand	737304
SUNRX	New Zealand	737303
SUNRX (Cyrillic) 	Russian Federation	2007731207
SUNRX (Cyrillic) 	Russian Federation	2007725960
SUNRX and Design	Saudi Arabia	898/86
SUNRX	Saudi Arabia	896/30
SUNRX and Design	South Africa	2005122313
SUNRX	South Africa	2005122312
SUNRX	Venezuela	137952002
SUNRX and Design	Venezuela	27279-2005
SUNSPORT	Australia	825542
SUNSPORT	Canada	TMA616,718
SUNSPORT	China	1797315
SUNSPORT	European Community	001531599
SUNSPORT	Indonesia	508738
SUNSPORT	Japan	4550040
SUNSPORT	Mexico	683735
SUNSPORT	New Zealand	609386
TEGRA	Argentina	1974493
TEGRA	Brazil	824930630
TEGRA	Canada	TMA541,671
TEGRA	Colombia	272611
TEGRA	European Community	1884006
TEGRA	Mexico	683736
TEGRA	Venezuela	P-250115
TEGRA OUTLOOK	Canada	TMA578,351
TEGRA OUTLOOK	European Community	002194835
TEGRA OUTLOOK	Mexico	712670
TEGRA OUTLOOK EXPRESS	European Community	002195535
TEGRA OUTLOOK EXPRESS	Mexico	712669
TEGRA OUTLOOK SUNRX	European Community	002195741

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Insight Pledge and Security Agreement (Second Lien)

**TRADEMARK**  
**REEL: 003748 FRAME: 0797**

Mark	Country	Reg. No./App. No.
TEGRA OUTLOOK SUNRX	Mexico	712668
THINDEX and Design <b>THIN)EX</b>	Canada	TMA574.884
THIN)EX and Design <b>THIN)EX</b>	European Community	1885185
THINDEX and Design <b>THIN)EX</b>	Mexico	689226
UNCOMPROMISING TECHNOLOGY	Mexico	712666
VARIVUE	European Community	1883891
VARIVUE	Mexico	683739
VERSALITE	European Community	1885300
VERSALITE	Mexico	689225
VISION-EASE	Australia	666634
VISION EASE	Benelux	339405
VISION-EASE	Canada	TMA235.723
VISION EASE	France	1320842
VISION EASE	Germany	953452
VISION-EASE	Italy	321338
VISION-EASE	Japan	4409607
VISION EASE	Russian Federation	2007725972
VISION EASE (Cyrillic) <b>ВИЖН-ИЗ</b>	Russian Federation	2007725971
VISION-EASE LENS	Argentina	1972373
VISION-EASE LENS	Brazil	824930649
VISION-EASE LENS	Canada	TMA578.488
VISION-EASE LENS	China	6016167
VISION-EASE LENS	Colombia	274701
VISION-EASE LENS	European Community	002194827
VISION-EASE LENS	India	1548350
VISION-EASE LENS	Indonesia	514634
VISION-EASE LENS	Indonesia	514633
VISION-EASE LENS	Japan	4555886
VISION-EASE LENS	Mexico	712663
VISION-EASE LENS	Mexico	712665
VISION-EASE LENS	Russian Federation	2007725970
VISION-EASE LENS (Cyrillic) <b>ВИЖН-ИЗ ЛЕНЗ</b>	Russian Federation	2007725969
VISION-EASE LENS	Venezuela	P-250117
VISTA-EZ	Argentina	2000302

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Insight Pledge and Security Agreement (Second Lien)

**TRADEMARK**  
**REEL: 003748 FRAME: 0798**

Mark	Country	Reg. No./App. No.
VISTA-EZ	Brazil	824911237
VISTA-EZ	Mexico	768777
VISTA-EZ	Venezuela	P-250118
VIVID	Canada	TMA536,729
VIVID	European Community	1883990
VIVID	Mexico	730970
WHERE SCIENCE MEETS SERVICE	Australia	864600
WHERE SCIENCE MEETS SERVICE	Mexico	712662
WHERE SCIENCE MEETS SERVICE	Mexico	712661
ACTUALEYES	Canada	TMA544,994
ACTUALEYES	European Community	001884097

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Insight Pledge and Security Agreement (Second Lien)

RECORDED: 03/28/2008

TRADEMARK  
REEL: 003748 FRAME: 0799