

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
1-800 Contacts, Inc.	09/06/2007
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Second Lien Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	11441515
Application Number:	11840400
Application Number:	10527383
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-7609
Email:	ksolomon@stblaw.com
Correspondent Name:	Kirstie Howard, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	509265/1354
NAME OF SUBMITTER:	Kirstie Howard
Total Attachments: 6 source=18002ndP#page1.tif	

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## SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of September 6, 2007, by the entity listed on the signature pages hereof (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Second Lien Collateral Agent (in such capacity, the "Second Lien Collateral Agent").

A. Reference is made to the Second Lien Credit Agreement dated as of September 6, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and Second Lien Collateral Agent and the other Agents named therein.

B. Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Credit Agreement and the Collateral Agreement referred to therein and

C. The Grantor is a party to a Guarantee and Collateral Agreement of even date herewith in favor of the Second Lien Collateral Agent (the "Collateral Agreement") pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

D. The undersigned is executing this Agreement in accordance with the requirements of the Credit Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit.

Accordingly, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. As security for the payment or performance, as applicable, in full of the Obligations, the Grantor hereby grants to the Second Lien Collateral Agent, its successors and assigns, for the ratable benefit of the Second Lien Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Patent Collateral*"):

(a) all of its Patents, including, without limitation, those U.S. Patent registrations and applications referred to on Schedule I hereto;

(b) all of its Patent Licenses in which Grantor is the licensee of exclusive rights with respect to Patents, including, without limitation, those licenses referred to on *Schedule I* hereto; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future Infringement of any Patent.

## SECTION 2. Collateral Agreement

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral

Agent pursuant to the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Second Lien Collateral Agent and each Grantor intend that this Patent Security Agreement is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Collateral Agreement, which govern the Second Lien Collateral Agent's interest in the Patent Collateral. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

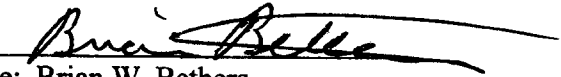
### SECTION 3. Counterparts

**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.**

[Signature Page Follows]

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

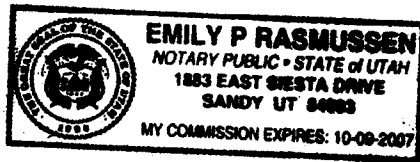
1-800 CONTACTS, INC.  
as Grantor

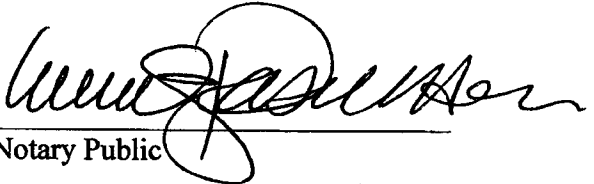
By:   
Name: Brian W. Bethers  
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Utah )  
 ) ss  
COUNTY OF Salt Lake )

On the 6<sup>TH</sup> day of September, 2007, before me personally came Brian W. Bethers, who is personally known to me to be the President of 1-800 Contacts, Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



  
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Notary Public

ACCEPTED AND AGREED  
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,  
as Second Lien Collateral Agent

By:   
Name: Kathryn A. Duncan  
Title: Managing Director

[Signature Page – Second Lien Patent Security Agreement]

**Schedule I**  
**to**  
**Patent Security Agreement**  
*Patent Registrations*

I. Patents

None.

II. Patent Applications

<u>Owner</u>	<u>Title</u>	<u>Serial Number</u>	<u>Issue Date</u>
1-800 Contacts, Inc.	Contact Lens Packaging With Unique Left And Right Eye Identification	11/441,515	5/24/2006
	Systems and Methods for Identifying Expiration of a Secondary Contact Lens Case	11/840,400	5/1/2007
1-800 Contacts, Inc.	Contact Lens Package and Storage Case, Holder, and System and Method of Making and Using	10/527,383	3/11/2005

III. Exclusive Inbound Patent Licenses

None.