

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3714421

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
1-800 CONTACTS, INC.	01/22/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE AND COLLATERAL AGENT
<b>Street Address:</b>	601 SECOND AVENUE SOUTH
<b>Internal Address:</b>	U.S. BANK PLACE, MPFP2802
<b>City:</b>	MINNEAPOLIS
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402-4302
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7832551
<b>Patent Number:</b>	8069979
<b>Application Number:</b>	14614312
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)822-5178
<i>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.</i>	
<b>Phone:</b>	2125305178
<b>Email:</b>	lkass@milbank.com
<b>Correspondent Name:</b>	MILBANK, TWEED, HADLEY & MCCLOY, LLP
<b>Address Line 1:</b>	28 LIBERTY STREET
<b>Address Line 2:</b>	C/O LAWRENCE KASS
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10005
<b>ATTORNEY DOCKET NUMBER:</b>	30045.83500
<b>NAME OF SUBMITTER:</b>	LAWRENCE KASS
<b>SIGNATURE:</b>	/s/ Lawrence Kass
<b>DATE SIGNED:</b>	01/27/2016
<b>Total Attachments: 6</b>	
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## SECOND LIEN PATENT SECURITY AGREEMENT

### (Patents, Patent Applications and Patent Licenses)

WHEREAS, CNT Holdings III Corp, a Delaware corporation (the “**Issuer**”), CNT Holdings II Corp, a Delaware corporation (“**Holdings**”), the Subsidiaries of the Issuer from time to time party thereto (including the Grantors) and U.S. Bank National Association (“**USB**”), as Trustee and Collateral Agent, are parties to that certain Indenture dated as of January 22, 2016 (as amended from time to time, the “**Indenture**”) providing for the issuance of the Issuer’s Senior Secured Second Lien Floating Rate Notes due 2024 (the “**Notes**”) (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Indenture or the Security Agreement (as defined below), as applicable);

WHEREAS, the entities listed on Schedule 1 hereto (collectively, herein referred to as the “**Grantors**”) own the Patent Collateral (as defined below); and

WHEREAS, pursuant to (i) the Indenture, (ii) a Pledge and Security Agreement dated as of January 22, 2016 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Issuer, Holdings, the Grantors and the other Guarantors party thereto and USB, as Trustee and the Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (iii) certain other Security Documents (including this Second Lien Patent Security Agreement), each Grantor has secured the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of such Grantor, including all right, title and interest of such Grantor in, to and under the Patent Collateral (as defined below);

WHEREAS, until the Termination Date, the Grantee shall retain its security interest in the Patent Collateral granted herein and in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby pledges, collaterally assigns, mortgages, transfers, hypothecates and grants to the Grantee, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in, to and under each Patent (as defined in the Security Agreement) and constituting a portion of the Collateral (as defined in the Security Agreement), including, without limitation, each Patent or application therefor referred to in Schedule 2 hereto, whether now owned or existing or hereafter acquired or arising (the “**Patent Collateral**”).

Each Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in the Grantee’s name, from time to time, in the Grantee’s discretion, so long as any Event of Default shall have occurred

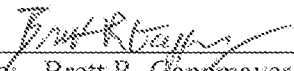
and be continuing, to take with respect to the Patent Collateral any and all appropriate action which such Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof, in each case, in accordance with the Security Agreement.

For the avoidance of doubt, notwithstanding any other provision of this Second Lien Patent Security Agreement, the Grantors do not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement).

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral 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 of any conflict between the terms of the Security Agreement and this Patent Security Agreement, the terms of the Security Agreement shall govern and control.

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

1-800 CONTACTS, INC.

By:   
Name: Brett R. Gappmayer  
Title: Vice President and Assistant  
Treasurer

Acknowledged:

U.S. Bank National Association,  
as Trustee

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

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 22nd day of January, 2016.

1-800 CONTACTS, INC.

By: \_\_\_\_\_

Name: Robert G. Hunter

Title: Chief Financial Officer

Acknowledged:

U.S. Bank National Association,  
as Trustee

By: \_\_\_\_\_

Name: Donald T. Hurrelbrink

Title: Vice President

[Signature Page to Patent Security Agreement – Second Lien]

**PATENT**  
**REEL: 037602 FRAME: 0023**

**Schedule 1  
to Patent  
Security Agreement**

**GRANTORS**

1-800 CONTACTS, INC.

10748593.2

**PATENT  
REEL: 037602 FRAME: 0024**

**Schedule 2  
to Patent  
Security Agreement**

**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	Application No.	Application Date	Owner
1.	PURCHASING INTERFACE	14/614,312	02/04/2015	1-800 Contacts, Inc.