

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

EPAS ID: PAT4696483

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
MORGAN STANLEY SENIOR FUNDING, INC.	11/16/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	RADIAL, INC.
<b>Street Address:</b>	935 FIRST AVENUE
<b>City:</b>	KING OF PRUSSIA
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19087

**PROPERTY NUMBERS Total: 20**

Property Type	Number
Patent Number:	9053511
Patent Number:	6263317
Application Number:	13721754
Application Number:	13608200
Application Number:	14100216
Application Number:	13946435
Application Number:	14541761
Application Number:	14698741
Application Number:	14076905
Application Number:	14133539
Application Number:	14523498
Application Number:	14190994
Application Number:	62049734
Application Number:	14587649
Application Number:	14587764
Application Number:	14587789
Application Number:	14587815
Application Number:	14582026
Application Number:	14559849
Application Number:	14555107

PATENT

**CORRESPONDENCE DATA****Fax Number:** (202)408-3141*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:** 202-408-3121 X62348**Email:** jean.paterson@cscglobal.com**Correspondent Name:** CSC**Address Line 1:** 1090 VERMONT AVENUE NW, SUITE 430**Address Line 4:** WASHINGTON, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	921827-5
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<b>NAME OF SUBMITTER:</b>	JEAN PATERSON
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<b>SIGNATURE:</b>	/jep/
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<b>DATE SIGNED:</b>	11/20/2017
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**Total Attachments: 4**

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**RELEASE OF SECURITY INTEREST IN PATENTS  
(SECOND LIEN)**

This RELEASE OF SECURITY INTEREST IN PATENTS (SECOND LIEN) (this “Release”), dated as of October 31, 2017 (the “Effective Date”), is made by Morgan Stanley Senior Funding, Inc., in its capacity as Collateral Agent (the “Collateral Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of March 13, 2014, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Second Lien Grant of Security Interest in Patent Rights, dated as of March 13, 2014 (the “Patent Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on March 17, 2014 at Reel/Frame 032454/0255;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Patent Security Agreement, as applicable.

2. Release of Specified Collateral. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the patents and patent applications set forth Schedule 1 attached hereto (the “Released Patent Collateral”), arising under the Security Agreement and the Patent Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Release Patent Collateral under the Patent Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.


3. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

*Signature pages follow*

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**MORGAN STANLEY SENIOR FUNDING,  
INC., acting in its capacity as Collateral Agent  
for the Lenders**

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

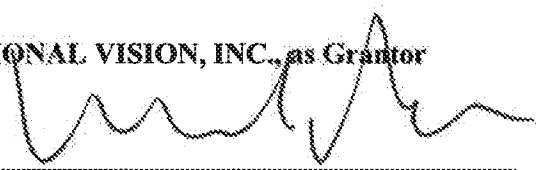
Name: Lisa Hanson

Title: Vice President

**GRANTOR:**

**NATIONAL VISION, INC., as Grantor**

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

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, written over a dotted line.

Name:

Title:

**Schedule 1**

**U.S. Patents and Patent Applications**

<b>Grantor</b>	<b>Title</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Pub. No.</b>
National Vision Inc.	Method of Providing Vision Care Services and Retail Optical Goods	12/141,405	06/18/2008	20080319791