

05-21-2004



Tab settings ⇐⇐⇐ ▼

102749884

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
American Capital Financial Services, Inc. as Agent

S.17.04

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Execution date: May 11, 2004

2. Name and address of receiving party(ies):

Name: The Hilsinger Company

Internal Address:

Street Address: 33 West Bacon Street

City: Plainville State: MA Zip: 02762

Additional name(s) & address(es) attached? ☒ Yes ☐ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 60/329729

B. Patent No.(s) D420886, 6715873, 6502940,
4806009, 5872612, 5997137, 6053612, 6227665, 6502940

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom
correspondence concerning document should be
mailed:

Name: Michelle Langille

Internal Address: Weil, Gotshal & Manges LLP

767 5th Avenue

Street Address:

City: New York State: NY Zip: 10153

6. Total number of applications and patents involved: 10

7. Total fee (37 CFR 3.41): \$ 400.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

23-0800

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Phyllis Eremitaggio

Name of Person

Signing Signature

May 17, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 10

05/20/2004 DBYRNE 00000066 230800 60329729

01 FC:8021

400.00 DA

Documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ADDITIONAL RECEIVING PARTIES

Hilsinger Holdings, Inc. – Delaware Corporation
33 West Bacon Street
Plainville, MA 02762

Hilsinger LLC – Delaware Corporation
33 West Bacon Street
Plainville, MA 02762

Wilson Ophthalmic Corporation – Oklahoma Corporation
33 West Bacon Street
Plainville, MA 02762

PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of May 11, 2004, by HILSINGER HOLDINGS, INC., a Delaware corporation ("Parent"), THE HILSINGER COMPANY, a Delaware corporation (the "Company"), HILSINGER, L.L.C., a Delaware limited liability company ("Hilsinger LLC"), and WILSON OPHTHALMIC CORPORATION, an Oklahoma corporation ("Wilson" and together with Parent, the Company and Hilsinger LLC, each, a "Grantor," and collectively, the "Grantors"), in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., as agent for the Purchasers (the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") among the Grantors, the Agent and the Purchasers, the Grantors have issued to the Purchasers (i) Revolving Notes dated of even date herewith in the aggregate principal amount of \$5,000,000 (the "Revolving Notes"), (ii) Senior Secured Term A Notes dated of even date herewith in the aggregate principal amount of \$15,000,000 (the "Senior Term A Notes"), (iii) Senior Secured Term B Notes dated of even date herewith in the aggregate principal amount of \$15,000,000 (the "Senior Term B Notes"), (iv) Senior Secured Term C Notes dated of even date herewith in the aggregate principal amount of \$7,500,000 (the "Senior Term C Notes"), (v) Senior Secured Acquisition Note dated as of even date herewith in the principal amount of up to \$5,000,000 (the "Senior Acquisition Notes"), (vi) Senior Secured Subordinated Notes dated of even date herewith in the aggregate principal amount of \$6,250,000 (the "Senior Subordinated Notes") and (vii) Junior Secured Subordinated Notes dated of even date herewith in the aggregate principal amount of \$6,250,000 (the "Junior Subordinated Notes"), and, together with the Revolving Notes, Senior Term A Notes, Senior Term B Notes, Senior Term C Notes, Senior Acquisition Notes, and Senior Subordinated Notes, the "Notes"; and

WHEREAS, the Grantors are party to a Security Agreement of even date herewith in favor of the Secured Party (the "Security Agreement") and the Grantors are required to execute and deliver this Patent Security Agreement pursuant to the Security Agreement and the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and to induce certain Purchasers and the Agent to enter into the Purchase Agreement and to induce certain Purchasers to purchase the Secured Notes thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. **Defined Terms.** Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Purchase Agreement or the Security Agreement. As used herein, the following terms shall have the following meanings:

“**Patent**” means (a) all patents now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, Canada, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

“**Patent License**” means any agreement, whether written or oral, providing for the grant by or to the Grantors of any right to use any Patent.

SECTION 2. **Grant of Security Interest in Patent Collateral.** The Grantors, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantors, hereby sells, conveys, pledges and grants a continuing and unconditional security interest to the Secured Party, its successors and permitted assigns, a continuing first priority Lien on and security interest in all of its right, title and interest in, to and under the following, solely to the extent constituting Collateral of the Grantors (the “**Patent Collateral**”):

(a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all products and proceeds of the foregoing, including any claim by the Grantors against third parties for past, present or future infringement of any Patent.

SECTION 3. **Grantor Remains Liable.** It is expressly agreed by each Grantor that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents or Patent Licenses.

SECTION 4. **Security Agreement.** The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral 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.

SECTION 5. **Termination of Security Interest in Patent Collateral.** Upon payment and satisfaction in full of the Obligations other than residual indemnification obligations and termination of all commitments relating thereto, the Secured Party shall reassign, redeliver and release (or cause to be so reassigned, redelivered and released), without recourse upon or warranty by the Secured Party, and at the sole expense of the Grantors, to the Grantors, against receipt therefor, all of Secured Party's rights and interests in the Patent Collateral (if any) as shall not have been sold or otherwise applied by the Secured Party pursuant to the terms of the Security Agreement and not theretofore reassigned, redelivered and released to the Grantors, together with appropriate instruments of reassignment and/or release.

SECTION 6. **Counterparts.** This Patent Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

[signature page follows]

IN WITNESS WHEREOF, the Grantors have caused this Patent Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

HILSINGER HOLDINGS, INC.

By: _____
Name:
Title:

THE HILSINGER COMPANY

By: _____
Name:
Title:

HILSINGER, L.L.C.

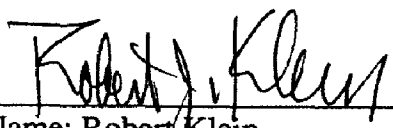
By: _____
Name:
Title:

WILSON OPHTHALMIC CORPORATION

By: _____
Name:
Title:

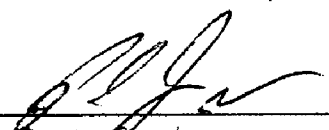
Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Agent

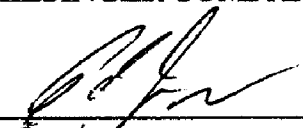
By: 
Name: Robert Klein
Title: Vice President

IN WITNESS WHEREOF, the Grantors have caused this Patent Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

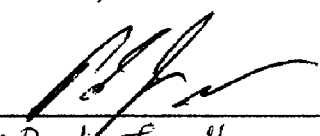
HILSINGER HOLDINGS, INC.

By: 
Name: Paul Farrell
Title: CFO + Secretary

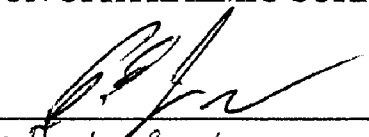
THE HILSINGER COMPANY

By: 
Name: Paul Farrell
Title: CFO + Secretary

HILSINGER, L.L.C.

By: 
Name: Paul Farrell
Title: CFO + Secretary

WILSON OPHTHALMIC CORPORATION

By: 
Name: Paul Farrell
Title: CFO + Secretary

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Agent

By: _____
Name: Robert Klein
Title: Vice President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

~~On this 11th day of May, 2004 before me personally~~
appeared Paul Janell, proved to me on the basis of satisfactory evidence
to be the person who executed the foregoing instrument on behalf of HILSINGER
HOLDINGS, INC. who being by me duly sworn did depose and say that he is an
authorized officer of said corporation, that the said instrument was signed on behalf of
said corporation as authorized by its Board of Directors and that he acknowledged said
instrument to be the free act and deed of said corporation.

Thaina Lesperance
Notary Public

THAINA LESPERANCE
Notary Public, State of New York
No. 01LE6069337
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires 1/28/2016

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

On this 11th day of May, 2004 before me personally
appeared Paul Janel, proved to me on the basis of satisfactory evidence
to be the person who executed the foregoing instrument on behalf of THE HILSINGER
COMPANY, who being by me duly sworn did depose and say that he is an authorized
officer of said corporation, that the said instrument was signed on behalf of said
corporation as authorized by its Board of Directors and that he acknowledged said
instrument to be the free act and deed of said corporation.

Thaina Lesperance

Notary Public

THAINA LESPERANCE
Notary Public, State of New York
No. 01LE6069337
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires 1/28/ 06

STATE OF New York)
) ss.
COUNTY OF New York)

Haine Resprance
Notary Public

THAINA LESPERANCE
Notary Public, State of New York
No. 01LE6069337
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires 1/28/12

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

On this 11th day of May, 2004 before me personally appeared Paul Janell, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WILSON OPHTHALMIC CORPORATION, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Thaina Lesperance
Notary Public

THAINA LESPERANCE
Notary Public, State of New York
No. 01LE6069337
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires 1/28/ 06

SCHEDULE I
to
ASSIGNMENT OF PATENTS

Schedule of Patents

U.S. Patents and Patent Applications:

Country	Serial No.	Filed	Title	Patent No.	Issued	Assignee
US	101752	March 10, 1999	Pair of tool handles [ERGO PRO CUTTER]	D420886	February 22, 2000	The Hilsinger Company*
US	10-271,431	10/15/2002	Eyewear Assembly With Side Shields & Method Of Installing Same [ASAP]	6715873	April 6, 2004	The Hilsinger Company*
US	10/013899	12/11/2001	Connection Mounting For Rimless Eyewear Lenses [SURE GRIP]	6502940	January 7, 2003.	The Hilsinger Company*
US	155975	February 16, 1988	Nose pad	4806009	February 21, 1989	The Hilsinger Company*
US	006263	January 13 1998	Dual-purpose nose pad insert assembly [LOGIC]	5872612	February 16 1999	The Hilsinger Company*
US	133778	August 12 1998	Modular eyewear assembly [EQUAL EYES]	5997137	December 7 1999	The Hilsinger Company*
US	422489	October 21 1999	Multi-purpose eyeglass retainer [DUALIES]	6053612	April 25 2000	The Hilsinger Company*
US	537975	March 28, 2000	Sport eyeglasses having removable lenses [LENS LOK SYSTEM (RxSports)]	6227665	May 8, 2001	The Hilsinger Company*
US	60/329729	10/15/02	Eyewear assembly with side shields and method of installing same			The Hilsinger Company*

Country	Serial No.	Filed	Title	Patent No.	Issued	Assignee
US	013899	December 11 2001	Connection mounting for rimless eyewear lenses	6502940	January 7 2003	The Hilsinger Company*

*Title in the process of being updated.

Foreign Patents and Patent Applications

Country	Serial No.	Filed	Title	Patent No.	Issued	Assignee
AT	AT19980915503T 19980409		No English title available.	AT226328T		The Hilsinger Company*
AU	US19990422489 19991021		Multi-purpose eyeglass retainer	AU3931100		The Hilsinger Company*
AU	US19980133778 19980812		Modular reader assembly	AU5673799		The Hilsinger Company*
AU	US19980006263 19980113		Dual-purpose nose pad insert assembly	AU738842		The Hilsinger Company*
AU	US19980133778 19980812		Modular reader assembly	AU747202		The Hilsinger Company*
BE	98915503.1	4/9/98	Dual-Purpose Nose Pad Insert Assembly	1051654	10/16/2002	The Hilsinger Company*
CA	2317041	6/27/00	Dual-Purpose Nose Pad Insert Assembly			The Hilsinger Company*
CA	CA 2287760	10/29/1999	Sport Eyeglasses Having Removable Lenses			The Hilsinger Company*
[LENS LOK SYSTEM (RXSPORTS)]						
CA	US19980133778 19980812		Modular Reader Assembly	CA2338770		The Hilsinger Company*
CA	2386915	3/29/00	Multi-Purpose Eyeglass Retainer			The Hilsinger Company*
CH	98915503.1	4/9/98	Dual-Purpose Nose Pad Insert Assembly	1051654	10/16/02	The Hilsinger Company*
CY	98915503.1	4/9/98	Dual-Purpose Nose Pad Insert Assembly	1051654	10/16/02	The Hilsinger Company*
DE	US19980006263 19980113		No English Title Available.	DE69808806 D		The Hilsinger Company*
DK	98915503.1	4/9/98	Dual-Purpose Nose Pad Insert Assembly	EP1051654	1/6/03	The Hilsinger Company*
EP	US19980006263 19980113		Dual-Purpose Nose Pad Insert Assembly	EP1051654		The Hilsinger Company*
EP	US19980133778 19980812		Modular Reader Assembly	EP1105767		The Hilsinger Company*
EP	US19990422489 19991021		Multi-Purpose Eyeglass Retainer	EP1222489		The Hilsinger Company*
ES	1051654	4/9/98	Dual-Purpose Nose Pad Insert Assembly	1051654	10/16/02	The Hilsinger Company*
FI	98915503.1	4/9/98	Dual-Purpose Nose Pad Insert Assembly	1051654	10/16/02	The Hilsinger Company*
FR	98915503.1	4/9/98	Dual-Purpose Nose Pad Insert Assembly	1051654	10/16/02	The Hilsinger Company*
GB	98915503.1	4/9/98	Dual-Purpose Nose Pad Insert Assembly	1051654	10/16/02	The Hilsinger Company*

Country	Serial No.	Filed	Title	Patent No.	Issued	Assignee
GR	98915503.1	4/9/98	Dual-Purpose Nose Pad Insert Assembly	1051654	10/16/02	The Hilsinger Company*
IE	98915503.1	4/9/98	Dual-Purpose Nose Pad Insert Assembly	1051654	10/16/02	The Hilsinger Company*
IT	98915503.1	4/9/98	Dual-Purpose Nose Pad Insert Assembly	1051654	10/16/02	The Hilsinger Company*
LU	98915503.1	4/9/98	Dual-Purpose Nose Pad Insert Assembly	1051654	10/16/02	The Hilsinger Company*
MC	98915503.1	4/9/98	Dual-Purpose Nose Pad Insert Assembly	1051654	10/16/02	The Hilsinger Company*
NL	98915503.1	4/9/98	Dual-Purpose Nose Pad Insert Assembly	1051654	10/16/02	The Hilsinger Company*
PCT	PCT/US98/07310	4/9/98	Dual-Purpose Nose Pad Insert Assembly	1051654	10/16/02	The Hilsinger Company*
PCT	PCT/US02/35317	11/4/02	Connection Mounting For Rimless Eyewear Lenses			The Hilsinger Company*
PCT	PCT/US02/32829	10/15/02	Eyewear Assembly With Side Shields And Method Of Installing			The Hilsinger Company*
PT	98915503.1	4/9/98	Dual-Purpose Nose Pad Insert Assembly	1051654	10/16/02	The Hilsinger Company*
SE	98915503.1	4/9/98	Dual-Purpose Nose Pad Insert Assembly	1051654	10/16/02	The Hilsinger Company*
WO	US19980133778 19980812		Modular Reader Assembly	WO0010051		The Hilsinger Company*
WO	US19990422489 19991021		Multi-Purpose Eyeglass Retainer	WO0129606		The Hilsinger Company*

*Title in the process of being updated.