Form PTO-1594 1-31-92

□ Individuals

☐ Other

To the Honorable Commissioner

☐ General Partnership

3. Nature of conveyance:

Assignment

Security Agreement Other

A. Trademark Application No.(s)

74/711,062 75/104,411

Name: Wan Chen

Internal Address: White & Case

Application number(s) or registration number(s):

Street Address: 1155 Avenue of the Americas

50.00 OP

Execution Date: April 24, 1998

X Corporation - Virginia

Name of conveying party(ies): Metropolitan Vision Services, Inc.

05-21-1998



Merger

100716748

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

- attached original documents or copy 2. Name and address of receiving party(ies): 2 Name: Bankers Trust Company ☐ Limited Partnership Internal Address:\_ Street Address: 130 Liberty Street Additional name(s) of conveying party(ies) attached? YesX No City: New York State: New York ZIP: 10006 ☐ Individual(s) citizenship\_ Association General Partnership Limited Partnership Corporation-Change of Name Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? ☐ Yes ☐ No Trademark Registration No.(s) 1,665,341 Additional numbers attached Yes x No 5. Name and address of party to whom correspondence concerning document should be mailed: 6. Total number of applications and registrations involved: 7. Total fee (37 CFR 3.41): ... \$90.00 Enclosed Authorized to be charged to deposit account Deposit account number: 23-1705 (Attach duplicate copy of this page if paying by deposit

City: New York State: NY ZIP: 10036-2787 05/20/1998 JSHABAZZ 00000037 74711062 01 FC:481 40.00 OP

02 FC:482

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

Name of Person Signing

Signature

Total nutativer of pages comprising cover sheet:

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of

which are hereby acknowledged, Metropolitan Vision Services, Inc., a Virginia corporation (the

"Assignor") with principal offices at 5568 General Washington Drive Alexandria Virginia 22312

hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices

at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all

of the Assignor's right, title and interest in and to the United States trademarks, trademark

registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto,

(ii) all of the Assignor's right, title and interest in and to the United States patents and pending

patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together

with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and

products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are

associated and (v) all causes of action arising prior to or after the date hereof for infringement of

any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the

satisfactory performance and payment of all the Obligations of the Assignor, as such term is

defined in the Security Agreement among the Assignor, the other assignors from time to time

party thereto and the Assignee, dated as of April 24, 1998 (as amended from time to time, the

"Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security

Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the

TRADEMARK REEL: 1728 FRAME: 0642 Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired

under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the

security interest granted to the Assignee under the Security Agreement. The rights and remedies

of the Assignee with respect to the security interest granted herein are without prejudice to, and

are in addition to those set forth in the Security Agreement, all terms and provisions of which are

incorporated herein by reference. In the event that any provisions of this Assignment of Security

Interest are deemed to conflict with the Security Agreement, the provisions of the Security

Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of

Security Interest as of the 24th day of April 1998.

METROPOLITAN VISION SERVICES, INC., Assignor

. 100.8.101

Dy. \_\_\_\_

Name Title:

BANKERS TRUST COMPANY,

as Collateral Agent, Assignee

By:

Name: Title:

ANTHONY LOGRIPPO

TRADEMARK REEL: 1728 FRAME: 0643

## SCHEDULE A

<u>MARK</u>	REG. NO./SERIAL NO.	REG. DATE/ FILING DATE
Capital Hill Collection	74/711,062	8/4/95
Tagado Collection	75/104,411	5/15/96
Metropolitan Vision Services, Inc.	1,665,341	11/19/91

TRADEMARK REEL: 1728 FRAME: 0644

## SCHEDULE B

<u>PATENT NO.</u> <u>ISSUE DATE</u>

None None None

STATE OF NEW YORK ) ss.: COUNTY OF NEW YORK )

On this 24th day of April, 1998, before me personally came Mark Peason who, being by me duly sworn, did state as follows: that [s]he is Treasure of Metropolitan Vision Services, Inc., that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Notary Public

ADAM CHERNICHAW
Notary Public, State of New York
No. 02CH5076870
Qualified in New York County
Commission Expires April 28, 1999

STATE OF NEW YORK ) ss.:
COUNTY OF NEW YORK )

On this 24th day of April, 1998, before me personally came Anthony LoGrippo who, being by me duly sworn, did state as follows: that he is a Vice President of Bankers Trust Company, that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Nothry Public

ADAM CHERNICHAW
Notary Public, State of New York
No. 02CH5076870
Qualified in New York County
Commission Expires April 28, 1999