6 <b>5 · 18</b> Form PTO-1594 1-31-92		U.S. DEPARTMENT OF COMMEI Patent and Trademark Of
To the Honorable Co thereof.	ommissioner of Patents and Trademe	rks: Please record the attached original documents or copy
Name of conveying     The Samit Group,     □ Individuals     □ General Partner     X Corporation - D     □ Other     Additional name(s) of con	Inc.	Name and address of receiving party(ies):     Name: Bankers Trust Company     Internal Address:     Street Address: 130 Liberty Street     City: New York
3. Nature of conveya  Assignment  X Security Agree  Other  Execution Date: April 2	Merger ment Change of Name 	☐ Individual(s) citizenship ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation- ☐ Other ☐ If assignee is not domiciled in the United States, a domest representative designation is attached: ☐ (Designations must be a separate document from Assignment) ☐ Additional name(s) & address(es) attached? ☐ Yes ☐ No
Application numbe     A. Trademark Application	r(s) or registration number(s): tion No.(s)	Trademark Registration No.(s)  1,867,337 1,661,199
	Additional number:	sattached Yes χ No
concerning docum Name: <u>Wan Chen</u>	of party to whom correspondence ent should be mailed:	s attached Yes X No  6. Total number of applications and registrations involved:
concerning docum	of party to whom correspondence ent should be mailed:	6. Total number of applications and
concerning docum  Name: <u>Wan Chen</u> Internal Address: <u>V</u> Street Address: <u>11</u>	of party to whom correspondence ent should be mailed:  White & Case  55 Avenue of the Americas	6. Total number of applications and registrations involved:  7. Total fee (37 CFR 3.41): \$40.00  X Enclosed
concerning docum  Name: <u>Wan Chen</u> Internal Address: <u>V</u> Street Address: <u>11</u>	of party to whom correspondence ent should be mailed: White & Case	6. Total number of applications and registrations involved:  7. Total fee (37 CFR 3.41): \$40.00  X Enclosed Authorized to be charged to deposit account  8. Deposit account number:
concerning docum Name: Wan Chen Internal Address: V  Street Address: 11  City: New York  998 JSHABAZZ 00000036 186733	of party to whom correspondence ent should be mailed:  White & Case  55 Avenue of the Americas  State: NY ZIP: 10036-2787  DO NOT US	6. Total number of applications and registrations involved:  7. Total fee (37 CFR 3.41): \$40.00  X Enclosed Authorized to be charged to deposit account  8. Deposit account number: 23-1705  (Attach duplicate copy of this page if paying by deposit
concerning docum Name: Wan Chen Internal Address: V  Street Address: 11  City: New York  998 JSHABAZZ 00000036 186733  81  9. Statement and sign	of party to whom correspondence ent should be mailed:  White & Case  55 Avenue of the Americas  State: NY ZIP: 10036-2787  DO NOT US  7  40.00 OP  nature.  knowledge and belief, the foregoing	6. Total number of applications and registrations involved:  7. Total fee (37 CFR 3.41): \$40.00  X Enclosed Authorized to be charged to deposit account  8. Deposit account number:  23-1705  (Attach duplicate copy of this page if paying by deposit account)

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of

which are hereby acknowledged, The Samit Group, Inc., a Delaware 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: 0720 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.

THE SAMIT GROUP, INC., Assignor

Зу: \_\_\_

Name:

Title

BANKERS TRUST COMPANY,

as Collateral Agent, Assignee

By:

Name:

Title:

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ANTHONY LOGRIPPO VICE PRESIDENT

TRADEMARK REEL: 1728 FRAME: 0721

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## SCHEDULE A

<u>MARK</u>	REG. NO.	REG. DATE
Healthy Vision Healthy Savings	1,867,337	12/13/94

TRADEMARK REEL: 1728 FRAME: 0722

## SCHEDULE B

PATENT NO. ISSUE DATE

None None None

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

On this 24th day of April, 1998, before me personally came

Mark Perison

who, being by me duly sworn, did state as follows: that [s]he is

Treusure of The Samit Group, 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.

Notary Public

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