

5-18-98

05-21-1998

6

Form PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100716747

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

| | |
|---|---|
| <p>1. Name of conveying party(ies): Eye Care Centers of America, Inc. <input type="checkbox"/> Individuals <input type="checkbox"/> General Partnership - <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Texas <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? Yes X No</p> | <p>2. Name and address of receiving party(ies): Name: <u>Bankers Trust Company</u> Internal Address: _____ Street Address: <u>130 Liberty Street</u> City: <u>New York</u> State: <u>New York</u> ZIP: <u>10006</u> _____ <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation _____ <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> |
| <p>3. Nature of conveyance: Assignment _____ Merger _____ <input checked="" type="checkbox"/> Security Agreement _____ Change of Name _____ <input type="checkbox"/> Other _____ Execution Date: <u>April 24, 1998</u></p> | |
| <p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>74/692,882</u> Additional numbers attached X Yes No</p> | <p>Trademark Registration No.(s)</p> |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Wan Chen, Esq.</u> Internal Address: <u>White & Case</u> _____ Street Address: <u>1155 Avenue of the Americas</u> _____ City: <u>New York</u> State: <u>NY</u> ZIP: <u>10036 2787</u></p> | <p>6. Total number of applications and registrations involved: 23 7. Total fee (37 CFR 3.41): . . \$<u>590.00</u> <input checked="" type="checkbox"/> Enclosed Authorized to be charged to deposit account 8. Deposit account number: <u>23-1705</u> (Attach duplicate copy of this page if paying by deposit account)</p> |

05/20/1998 JSNABAZZ 00000038 74692882

01 FC:481
02 FC:482

DO NOT USE THIS SPACE

40.00 OP
550.00 OP

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.

Meredith Schorr

Name of Person Signing

Signature

Total number of pages comprising cover sheet:

TRADEMARK
REEL: 1734 FRAME: 0033

SCHEDULE A

| <u>MARK</u> | <u>REG. NO./SERIAL NO.</u> | <u>REG. DATE/ FILING DATE</u> |
|--|----------------------------|-----------------------------------|
| No Rules | 74/692,882 | 6/23/95 |
| Rayz | 75/090,632 | 4/18/96 |
| Alberto Romani | 75/259,501 | 3/18/97 |
| Chelsea Morgan | 75/259,502 | 3/18/97 |
| South Hampton | 75/259,503 | 3/18/97 |
| Aztec Collection | 75/259,504 | 3/18/97 |
| Scratch Guard Plus | 75/259,505 | 3/18/97 |
| Scratch Guard Plus | 75/259,506 | 3/18/97 |
| Robert Mitchel | 75/259,522 | 3/18/97 |
| Technolite | 75/259,524 | 3/18/97 |
| Boardroom Classics | 75/259,540 | 3/18/97 |
| Blue Moon | 75/272,524 | 4/10/97 |
| Slimlite | 2,002,143 | 9/24/96 |
| Sunmasters | 1,955,411 | 2/6/96 |
| Where You're A Person, Not A Prescription | 1,995,376 | 1/30/96 |
| RXP2020 | 1,995,466 | 8/20/96 |
| See Better Look Better | 2,124,405 | 12/23/97 |
| Eye Masters & Design | 1,654,802 | 8/27/91 |
| Eyemasters & Design | 1,660,196 | 10/8/91 |
| Design Only | 1,654,239 | 8/20/91 |
| Design Only | 1,655,091 | 8/27/91 |
| Eye Masters | 1,280,551 | 6/5/84 |
| Eye Masters | 1,279,287 | 5/22/84 |



SCHEDULE B

PATENT

PATENT NO.

ISSUE DATE

None

None

None



ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Eye Care Centers of America, Inc., a Texas corporation (the "Assignor") with principal offices at 11103 West Avenue, San Antonio, Texas 78213 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.

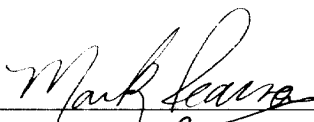
THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of April 24, 1998 (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

Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.

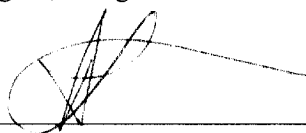
This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set 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.

EYE CARE CENTERS OF AMERICA, INC.,
Assignor


By: 
Name: Mark Pearson
Title: Treasurer

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By: 
Name: **ANTHONY LOGRIPPO**
Title: **VICE PRESIDENT**

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

On this 24th day of April, 1998, before me personally came
Mark Pearson who, being by me duly sworn, did state as follows: that [s]he is
Treasurer of Eye Care Centers of America, 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 LoGrippe 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