

01-29-2001

Form PTO-1594
1-31-92

1-16-01



ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of

101596921

ached original documents or copy thereof.

1. Name of conveying party(ies):

Eye DRx Retail Management, Inc.

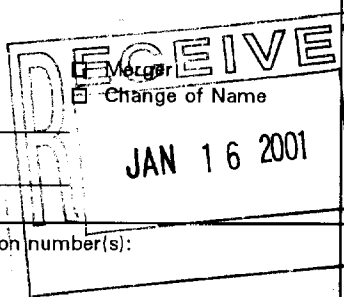
- Individuals
- General Partnership -
- Corporation - State: Delaware
- Other:
- Association
- Limited Partnership:

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

3. Nature of conveyance:

- Assignment
- Security Interest
- Other -

Execution Date: January 2, 2001



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

Name: Bankers Trust Company

Internal Address:

Street Address: 130 Liberty Street

City: New York State: New York ZIP: 10006

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-

Other - Collateral Agent

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? Yes No

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

A. Trademark Application No.(s)

75/633,602

75/655,483

Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed
- Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23-1705 (in case of deficiency)

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

DO NOT USE THIS SPACE

01/29/2001 AHMED1 00000232 75633602

01 FC:481 40.00 DP
02 FC:482 25.00 DP

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.

Brian T. Jaenicke

Name of Person Signing

Signature

1/16/01

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

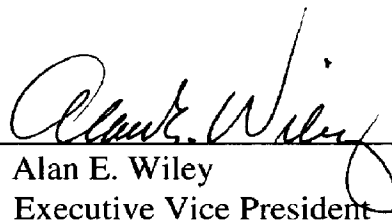
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Eye DRx Retail Management, Inc., a Delaware corporation (the "Assignor") with principal offices at 1255 Broad Street, Bloomfield, New Jersey 07003, hereby assigns and grants to Bankers Trust Company, as Collateral 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 23, 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.

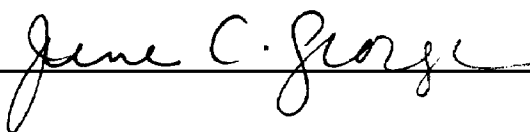
This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set 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 2nd day of ~~December~~, 2000. ⁽¹⁾
January

EYE DRx RETAIL MANAGEMENT, INC.,
Assignor

By: 
Name: Alan E. Wiley
Title: Executive Vice President

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By: 
Name:
Title:
JUNE C. GEORGE
DIRECTOR

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

On this 8th day of December, 2000, before me personally came Alan E. Wiley who, being by me duly sworn, did state as follows: that he is the Executive Vice President of Eye DRx Retail Management, Inc., 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.

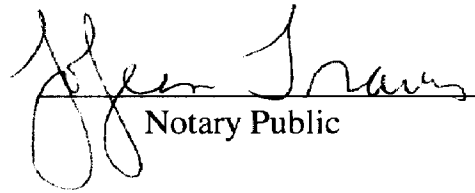


Danielle M. Harlan
Notary Public

STATE OF NEW YORK §
§
COUNTY OF NEW YORK §

On this 2ND day of JAN., ~~2000~~ 2001 before me personally came

JANE GEORGE who, being by me duly sworn, did state as follows: that
[s]he is PRINCIPAL of Bankers Trust Company, 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

JOJEAN TRAVIS
Notary Public, State of New York
No. 01TR5013241
Qualified in New York County
Commission Expires July 15, 2001

SCHEDULE A

<u>MARK</u>	<u>REG./SER. NO.</u>	<u>REG./FILING DATE</u>
SEE THE DIFFERENCE SEE THE EYE DRx and design	Federal - 75/633,602	02/04/99
COL THE COMPLETE OPTICAL LABORATORY LTD. and design	Federal - 75/655,483	03/08/99
COL THE COMPLETE OPTICAL LABORATORY LTD.	New Jersey - 14530	02/28/97
SEE THE DIFFERENCE SEE THE EYE DRx & DESIGN	New Jersey - 14529	02/28/97
COL THE COMPLETE OPTICAL LABORATORY, LTD.	New Jersey - 10084	10/16/91

SCHEDULE B

PATENT

PATENT NO.

ISSUE DATE

NONE