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05-21-1998



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VER SHEET
ONLY

To the Honorable Comm

ord the attached original documents or copy thereof.

1. Name of conveying party(ies):

Credit Agricole Indosuez

Individuals

General Partnership - Limited Partnership

Corporation - Delaware

Other

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

18

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

Name: Metropolitan Vision Services, Inc.

Internal Address: _____

Street Address: 5568 General Washington Drive

City: Alexandria State: Virginia ZIP: 22312

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation - Virginia _____

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? Yes No

3. Nature of conveyance:

Assignment

Security Agreement

Other Release

Merger

Change of Name

Execution Date: April 24, 1998

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

A. Trademark Application No.(s)

74/711,062

74/103,542

75/104,411

74/711,520

Trademark Registration No.(s)

Additional numbers attached Yes X No

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

Name: Wan Chen, Esq.

Internal Address: White & Case

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036-2787

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41): \$115.00

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)

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.

Meredith Schorr

5/15

Name of Person Signing

Signature

date

Total number of pages comprising cover sheet:

05/20/1998 JSHABAZZ 00000040 74711062

01 FC:481
02 FC:482

40.00 OP
75.00 OP

RELEASE OF INTELLECTUAL PROPERTY

Release of Intellectual Property (the "Release"), dated as of April 24, 1998, made by CREDIT AGRICOLE INDOSUEZ (formerly known as Banque Indosuez, New York Branch), as Collateral Agent ("Collateral Agent"), in favor of METROPOLITAN VISION SERVICES, INC. ("Pledgor").

R E C I T A L S :

A. Pledgor and Collateral Agent entered into a Subsidiary Intellectual Property Security Agreement, dated as of September 30, 1997, recorded as to trademarks in the U.S. Patent and Trademark Office (the "PTO") on January 15, 1998 at Reel 1673, Frame 0401 (the "Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Agreement). Pursuant to the Agreement, Pledgor granted to Collateral Agent a lien on and security interest in certain Pledged Collateral owned by Pledgor.

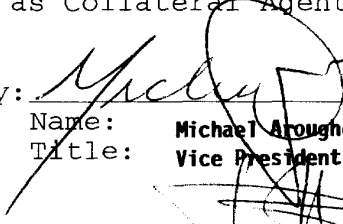
B. In accordance with the terms of the Agreement, Pledgor has satisfied all of its outstanding obligations under the Agreement, and in connection therewith, Pledgor has requested and Collateral Agent and the Secured Parties have agreed to release their lien on all Pledged Collateral pledged pursuant to the Agreement.

A G R E E M E N T :

Collateral Agent hereby releases and terminates all right, title and interest pledged, hypothecated, assigned, transferred, deposited and granted to it by the Pledgor pursuant to the Agreement in all Pledged Collateral, including, without limitation, (i) the Patents identified on Schedule A annexed hereto, (ii) the Trademarks identified on Schedule B annexed hereto, (iii) the Copyrights identified on Schedule C annexed hereto and (iv) the Licenses identified on Schedule D annexed hereto (collectively, the "Released Collateral"), and all liens, security interests, charges or other encumbrances in favor of Collateral Agent in the Released Collateral shall hereby terminate and revert to Pledgor and all right, title and interest of Collateral Agent in the Released Collateral will hereby cease, terminate and become void.

IN WITNESS WHEREOF, this Release has been executed as
of the date first written above.

CREDIT AGRICOLE INDOSUEZ,
as Collateral Agent

By:  _____

Name: **Michael Arougheti**
Title: **Vice President**

By:  _____

Name: **Françoise Berthelot**
Title: **Vice President**

SCHEDULE A

PATENTS

None.

SCHEDULE B

Trademarks

Metropolitan Vision Services, Inc. owned by Metropolitan Vision Services, Inc. and registered with the Patent and Trademark Office; Registration No. 1.665.341; Serial No. 74/103.542.

Capitol Hill Collection owned by Metropolitan Vision Services, Inc. and registered with the Patent and Trademark Office; ; Serial No. 74/711.062.

Tagado Collection owned by Metropolitan Vision Services, Inc.; trademark application filed with the Patent and Trademark Office May 15, 1996; Serial No. 75/104411.

Annapolis Collection owned by Metropolitan Vision Services, Inc., application filed with Patent and Trademark Office, but allowed to lapse 9/11/96; Serial No. 74/711520.

SCHEDULE C

COPYRIGHTS

None.

SCHEDULE D

LICENSES

None.