

05-21-1998

Form PTO-1594
1-31-92

5-18-98



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner o.

100716744

Attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Credit Agricole Indosuez <input type="checkbox"/> Individuals <input type="checkbox"/> General Partnership - <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Delaware <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>2. Name and address of receiving party(ies): Name: <u>Hour Eyes, Inc.</u> Internal Address: _____ Street Address: <u>5568 General Washington Drive</u> City: <u>Alexandria</u> State: <u>Virginia</u> ZIP: <u>22312</u></p>
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<p>3. Nature of conveyance: Assignment _____ Merger _____ Security Agreement _____ Change of Name _____ <input type="checkbox"/> Other <u>Release</u></p> <p>Execution Date: <u>April 24, 1998</u></p>	<p><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 - <u>Maryland</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes <input type="checkbox"/> No <input type="checkbox"/> (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>74/061989</u></p>	<p>Trademark Registration No.(s) <u>1,661,198</u></p> <p>Additional numbers attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
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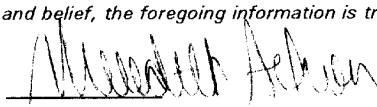
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Wan Chen, Esq.</u> Internal Address: <u>White & Case</u> Street Address: <u>1155 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> ZIP: <u>10036-2787</u></p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 3.41): \$<u>65.00</u> <input checked="" type="checkbox"/> Enclosed Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>23-1705</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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01 FC:481 40.00 OP
02 FC:482 25.00 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  5/18/98
Name of Person Signing Signature date Total number of pages comprising cover sheet:

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.

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 HOUR EYES, 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 0431 (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.

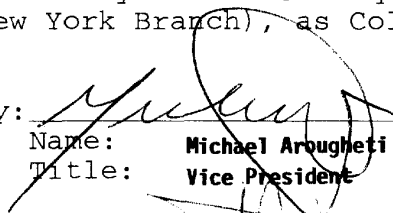
B. In accordance with the terms of the Agreement, Pledgor has satisfied all of its outstanding obligations under the Agreement, and in connection therewith, Pledgor has requested and Collateral Agent and the Secured Parties have agreed to release their lien on all Pledged Collateral pledged pursuant 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
(formerly known as Banque Indosuez,
New York Branch), as Collateral Agent

By:  _____

Name: **Michael Arougheti**

Title: **Vice President**

By: _____

Name: **Francoise Berthelot**

Title: **Vice President**

SCHEDULE A

PATENTS

None.

SCHEDULE B

Trademarks

Hour Eyes & Design owned by Hour Eyes, Inc. f/k/a Hour Eyes Inc. of Maryland and registered with the Patent and Trademark Office; Registration No. 1.661.199. *S/n 74/06198;*

Hour Eyes owned by Hour Eyes, Inc. f/k/a Hour Eyes Inc. of Maryland and registered with the Patent and Trademark Office; Registration No. 1.661.198; Serial No. 74/061.901.

SCHEDULE C

COPYRIGHTS

None.

TRADEMARK
REEL: 1728 FRAME: 0639

SCHEDULE D

LICENSES

None.