

02-17-1999



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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MRD
8/14/98

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

<p>1. Name of conveying party(ies): BENEDICT OPTICAL, INC.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - State of <u>Texas</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>NationsBank, N.A.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>901 Main Street, 7th Floor</u></p> <p>City: <u>Dallas</u> State: <u>Texas</u> ZIP: <u>75202</u></p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>June 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 type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>National banking association</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes _____ No _____ <small>(Designation must be a separate document from Assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark registration No.(s) <u>1,646,694</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>P. Weston Musselman, Jr.</u> <u>Jenkins & Gilchrist, P.C.</u> Internal Address: _____</p> <p>Street Address: <u>1445 Ross Avenue, Ste. 3200</u></p> <p>City: <u>Dallas</u> State: <u>Texas</u> Zip: <u>75202-2799</u></p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$ 40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account.</p> <p><i>No Charge</i></p> <p>(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)</p> <p>8. Deposit Account number: _____ <small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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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 documents.

P. Weston Musselman, Jr.
Name of Person Signing

P. Weston Musselman, Jr.
Signature

8/11/98
Date

Total number of pages comprising cover sheet: 6

TRADEMARK SECURITY AGREEMENT

WHEREAS, BENEDICT OPTICAL, INC., a Texas corporation ("Debtor"), owns certain Trademarks and Trademark Licenses;

WHEREAS, Debtor and NATIONSBANK, N.A., a national banking association (the "Secured Party"), are parties to that certain Pledge and Security Agreement dated as of June 24, 1998, as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time (the "Agreement"; all terms defined in the Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Agreement);

WHEREAS, pursuant to the terms of the Agreement, Debtor has granted to Secured Party a security interest in all General Intangibles (as defined in the Agreement) of Debtor including, without limitation, all of Debtor's right, title and interest in, to and under all now owned and hereafter acquired Trademarks (as defined in the Agreement), together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses (as defined in the Agreement), and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Agreement. Debtor hereby acknowledges and affirms that the rights and remedies

of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 24 day of June, 1998.

Acknowledged:

BENEDICT OPTICAL, INC.

**NATIONSBANK, N.A.,
as Administrative Agent**

By: Donna J. Benedict
Name: Donna J. Benedict
Title: President

By: [Signature]
Name: Frank Pizzo
Title: Sr. Vice President

ACKNOWLEDGMENT

STATE OF Texas)
)
COUNTY OF Dallas)

This instrument was acknowledged before me this 24 day of June 1998, by Donna J. Benedict as President of OPTICAL RESOURCES, INC., a Texas corporation, on behalf of such corporation. Benedict



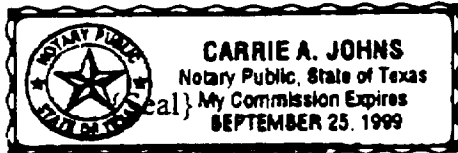
Carrie A. Johns
Notary Public in and for the State of Texas

My commission expires: _____

ACKNOWLEDGMENT

STATE OF Texas)
)
COUNTY OF Dallas)

This instrument was acknowledged before me this 24 day of June, 1998, by Frank Izzo, as Sr. Vice Pres. of NATIONSBANK, N.A., a national banking association, on behalf of such association.



Carrie A. Johns
Notary Public in and for the State of Texas

My commission expires: _____

Schedule 1
to Trademark
Security Agreement

Federal Trademarks

Owner of Record	Trademark	Registration No.	Serial No.	Filing Date
Benedict Optical, Inc.	Fashion-Lite	1646694	74/060727	06/04/91