

12-26-2000

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

101562465

11-24-00

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

12/22/2000 6TON11 00000278 2139269

01 FC:481  
2 FC:482

40.00 OP  
100.00 OP

TRADEMARK  
REEL: 002199 FRAME: 0765

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**RETURN TO:  
FEDERAL RESEARCH CORP.  
400 SEVENTH STREET NW  
SUITE 101  
WASHINGTON DC 20004**

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties** Enter the total number of properties involved.

#

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Gregory T. Pealer

11/20/00

Name of Person Signing

Signature

Date Signed

## TRADEMARK COLLATERAL AGREEMENT

This 10th day of November, 2000, VISION TWENTY-ONE, INC., a Florida corporation ("*Debtor*") with its principal place of business and mailing address at 120 West Fayette Street, Suite 700, Baltimore, Maryland 21201, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a chartered bank of Canada ("*BOM*") with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as agent hereunder for the various secured creditors pursuant to that certain Amended and Restated Credit Agreement dated of even date herewith between the Debtor, BOM, individually and as administrative agent and the other lenders from time to time party thereto (said BOM acting as such agent and any successor or successors to BOM acting in such capacity being hereinafter referred to as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement of even date herewith.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

VISION TWENTY-ONE, INC.

By Mark Gordon  
Name Mark Gordon  
Its CEO

BANK OF MONTREAL, as Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement of even date herewith.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

VISION TWENTY-ONE, INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

BANK OF MONTREAL, as Agent

By Jack J. Kane  
Name JACK J. KANE  
Its DIRECTOR

STATE OF Maryland )  
 ) SS  
COUNTY OF Baltimore )

I, Kathryn Ann Maranto a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark G. D. O. D.,  
CEO of The Vision Twenty-One, Inc., a Florida corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such CEO appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 16 day of November, 2000.

(NOTARIAL SEAL)

Kathryn Ann Maranto  
Notary Public

My Commission Expires:

July 2004

KATHRYN ANN MARANTO  
(Type or Print Name)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, ELIZABETH J. MORAN, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JACK J. KING, DIRECTOR of Bank of Montreal, a chartered bank of Canada, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such DIRECTOR, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9th day of November, 2000.

(NOTARIAL SEAL)



Elizabeth J. Moran  
Notary Public

ELIZABETH J. MORAN  
(Type or Print Name)

My Commission Expires:

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

OWNER	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
Vision Twenty-One, Inc.	"A Different Point of View"	2,139,269	02/24/98
	"Eye Care for the 21 <sup>st</sup> Century"	2,172,440	07/14/98
	"LADS"	2,124,050	12/23/97
	"Vision 21"	T95000001361 (Florida registration)	09/11/96
	"Vision Twenty-One"	2,172,439	07/14/98
	"Vision Twenty-One (and design)"	2,139,271	02/24/98



**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

-None-