

01-02-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Deutsche Bank Trust Company Americas, as
Collateral Agent

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Assignment of Security Interests in

Execution Date: December 23, 2002

2. Name and address of receiving party(ies)

Name: Fleet National Bank, as Collateral Agent

Internal

Address:

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) See Attached

Exhibit A

Additional number(s) attached ☒ Yes ☐ No

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

Name: Andrew Nash

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 3.41).....\$ 415.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

12/31/2002 00000000 215626

01 FC:8521
02 FC:852240.00 OP
375.00 OP

DO NOT USE THIS SPACE

9. Signature.

Andrew Nash

Name of Person Signing

Signature

December 23, 2002

Date

Total number of pages including cover sheet, attachments, and document:

6

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

sent via U.S. Express Mail on December 23, 2002

TRADEMARK
 REEL: 002640 FRAME: 0970

Exhibit A

Trademarks Issued by U.S. Patent and Trademark Office

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Reel/Frame</u>
Chelsea Morgan	2158626	5/19/1998	1734/0033
Alberto Romani	2160272	5/26/1998	1734/0033
See Better Look Better	2124405	12/23/1997	1734/0033
RXP2020	1995466	8/20/1996	1734/0033
Rayz	2173489	7/14/1998	1734/0033
Slimlite	2002143	9/24/1996	1734/0033
Eye Masteres	1660196	10/8/1991	1734/0033
Design Only	1655091	8/27/1991	1734/0033
Mcleod	1995376	8/20/1996	1734/0033
Eye Masters	1279287	5/22/1984	1734/0033
Eye Masters	1280551	6/5/1984	1734/0033
Visionworks	1339695	6/4/1985	1728/0618
See the Difference	2439943	4/3/2001	2222/0001
See the Eye DRx			
The Complete Optical Laboratory Ltd.	75655483	3/8/1999	2222/0001
Hour Eyes	1661199	5/23/1990	1728/0659
Hour Eyes	1661198	10/15/1991	1728/0659

**ASSIGNMENT OF SECURITY INTEREST IN
TRADEMARKS AND SERVICE MARKS**

WHEREAS, Deutsche Bank Trust Company Americas (f/k/a Bankers Trust Company), an international banking association having a place of business at 31 West 52nd Street, NY 10019-6160 (the "Assignor"), as collateral agent for itself and other lending institutions that are parties to a Credit Agreement dated as of April 23, 1998 (as heretofore amended, the "Existing Credit Agreement") among Eye Care Centers of America, Inc., a Texas corporation (the "Borrower"), the Assignor and certain other parties named therein, is the holder of a security interest in the trademarks, trade names, trade dress, service marks and other indicia of trade origin (and the goodwill associated therewith) identified on Exhibit A hereto (collectively, the "Marks") and in the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office ("PTO") identified on said Exhibit A pursuant to a Security Agreement, dated as of April 24, 1998, between the Borrower and the Subsidiary Grantors named therein (collectively, the "Grantors") and the Assignor, and recorded with the PTO on April 24, 1998 at the Reel and Frame set forth on said Exhibit A; and

WHEREAS, Fleet National Bank, a national banking association having a place of business at 100 Federal Street, Boston, Massachusetts 02110 (the "Assignee"), as collateral agent for itself and other lending institutions which are, or may in the future become, parties to an Amended and Restated Credit Agreement, dated as of December 23, 2002, (as amended and in effect from time to time, the "Credit Agreement"), among the Borrower, the Assignee and certain other parties named therein, is desirous of acquiring the security interest in the Marks (and associated goodwill) and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as of December 23, 2002, the Assignor does hereby assign, sell and transfer to the Assignee, all of the Assignor's security interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business connected with the use of, and symbolized by, the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to incomes, royalties, damages and other payments now and hereafter due or accrued and arising out of or in connection with, any and all past, present or future infringements, misappropriations or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, as of the twentieth day of December, 2002.

DEUTSCHE BANK TRUST COMPANY
AMERICAS as Collateral Agent

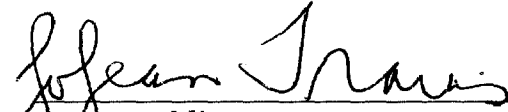
By: 
Name: **Alexander Bici**
Title: **Vice President**

STATE OR COMMONWEALTH OF New York)

COUNTY OF New York)

)ss.

On this the 20th day of DEC., 2002, before me appeared ALEX BIKI, the person who signed this instrument, who acknowledged that [he][she] is the V.P. of Deutsche Bank Trust Company Americas and that [he][she] signed such instrument as a free act on behalf of Deutsche Bank Trust Company Americas.


Notary Public

[Seal]

My commission expires:

JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2003

Exhibit A

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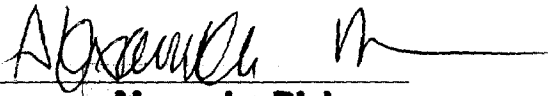
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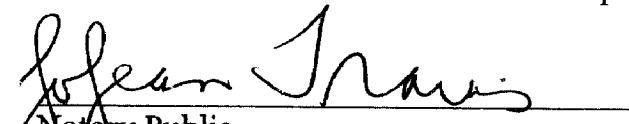
IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, as of the twentieth day of December, 2002.

DEUTSCHE BANK TRUST COMPANY
AMERICAS as Collateral Agent

By: 
Name: **Alexander Bici**
Title: **Vice President**

STATE OR COMMONWEALTH OF New York)
COUNTY OF New York)ss.

On this the 20th day of DEC., 2002, before me appeared
ALEX BKI, the person who signed this instrument, who acknowledged that
[he][she] is the V.P. of Deutsche Bank Trust Company Americas and that
[he][she] signed such instrument as a free act on behalf of Deutsche Bank Trust Company
Americas.


Notary Public

[Seal]

My commission expires:

JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2003

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