

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Visionworks, Inc., a Florida corporation (the "Assignor") with principal offices at 11103 West Avenue, San Antonio, Texas 78213 hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents and pending patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of April 24, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the

Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.

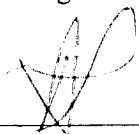
This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 24th day of April 1998.

VISIONWORKS, INC., Assignor

By: Mark Leanna
Name: Mark Leanna
Title: Treasurer

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By: 
Name:
Title: **ANTHONY LOGRIPPO
VICE PRESIDENT**

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Visionworks	1,339,695	6/4/85

SCHEDULE B

PATENT

PATENT NO.

ISSUE DATE


None

None

None

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 24th day of April, 1998, before me personally came
Mark Pearson who, being by me duly sworn, did state as follows: that [s]he is
Treasurer of Visionworks, Inc., that [s]he is authorized to execute the foregoing
Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of
the Board of Directors of said corporation.

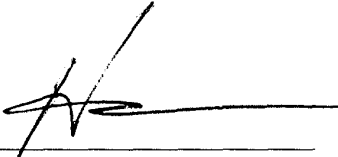


Notary Public

ADAM CHERNICHAW
Notary Public, State of New York
No. 02CH5076870
Qualified in New York County
Commission Expires April 28, 1999

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 24th day of April, 1998, before me personally came Anthony LoGrippe who, being by me duly sworn, did state as follows: that he is a Vice President of Bankers Trust Company, that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

ADAM CHERNICHAW
Notary Public, State of New York
No. 02CH5076870
Qualified in New York County
Commission Expires April 28, 1999