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05-21-1998



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VER SHEET  
ONLY

To the Honorable Comm

ord the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 Credit Agricole Indosuez  
 Individuals  
 General Partnership -  Limited Partnership  
 Corporation - Delaware  
 Other \_\_\_\_\_  
 Additional name(s) of conveying party(ies) attached? Yes X No 18

2. Name and address of receiving party(ies):  
 Name: Metropolitan Vision Services, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 5568 General Washington Drive  
 City: Alexandria State: Virginia ZIP: 22312

3. Nature of conveyance:  
 Assignment  
 Security Agreement  
 Other Release  
 Merger  
 Change of Name  
 Execution Date: April 24, 1998

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- Virginia  
 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)  
 74/711,062  
 74/103,542  
 75/104,411  
 74/711,520

Trademark Registration No.(s)  
 Additional numbers attached Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Wan Chen, Esq.  
 Internal Address: White & Case  
 Street Address: 1155 Avenue of the Americas  
 City: New York State: NY ZIP: 10036-2787

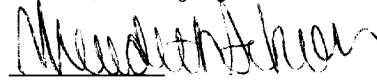
6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): ..... \$115.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
23-1705  
 (Attach duplicate copy of this page if paying by deposit account)

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 document.*

Meredith Schorr  5/15  
 Name of Person Signing      Signature      date

Total number of pages comprising cover sheet:

05/20/1998 JSHABAZZ 00000040 74711062

01 FC:481      40.00 OP  
 02 FC:482      75.00 OP

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 METROPOLITAN VISION SERVICES, 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 0401 (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.

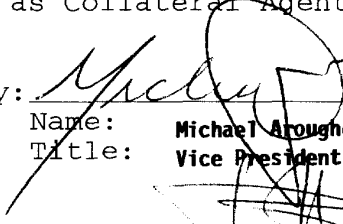
B. In accordance with the terms of the Agreement, Pledgor has satisfied all of its outstanding obligations under the Agreement, and in connection therewith, Pledgor has requested and Collateral Agent and the Secured Parties have agreed to release their lien on all Pledged Collateral pledged pursuant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

By:  \_\_\_\_\_

Name: **Michael Arougheti**  
Title: **Vice President**

By:  \_\_\_\_\_

Name: **Françoise Berthelot**  
Title: **Vice President**



SCHEDULE A

PATENTS

None.

SCHEDULE B

Trademarks

Metropolitan Vision Services, Inc. owned by Metropolitan Vision Services, Inc. and registered with the Patent and Trademark Office; Registration No. 1.665.341; Serial No. 74/103.542.

Capitol Hill Collection owned by Metropolitan Vision Services, Inc. and registered with the Patent and Trademark Office; ; Serial No. 74/711.062.

Tagado Collection owned by Metropolitan Vision Services, Inc.; trademark application filed with the Patent and Trademark Office May 15, 1996; Serial No. 75/104411.

Annapolis Collection owned by Metropolitan Vision Services, Inc., application filed with Patent and Trademark Office, but allowed to lapse 9/11/96; Serial No. 74/711520.

SCHEDULE C

COPYRIGHTS

None.

SCHEDULE D

LICENSES

None.