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05-21-1998

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Form PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
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):
The Samit Group, Inc.
☐ Individuals
☐ General Partnership ☐ Limited Partnership
X Corporation - Delaware
☐ Other_____
Additional name(s) of conveying party(ies) attached? Yes X No

2. Name and address of receiving party(ies):
Name: Bankers Trust Company
Internal Address:_____
Street Address: 130 Liberty Street
City: New York State: New York ZIP: 10006

☐ Individual(s) citizenship_____
☐ Association_____
☐ General Partnership_____
☐ Limited Partnership_____
X Corporation_____
☐ 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

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

Trademark Registration No.(s)
1,867,337
1,661,199

Additional numbers attached Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Wan Chen
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): . . . $40.00
X 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

05/20/1998 JSHABAZZ 00000036 1867337
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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 _____
Name of Person Signing Signature Total number of pages comprising cover sheet:

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, The Samit Group, Inc., a Delaware corporation (the "Assignor") with principal offices at 5568 General Washington Drive Alexandria Virginia 22312 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.

THE SAMIT GROUP, INC., Assignor

By: Mark Pearson
Name: Mark Pearson
Title: Treasurer

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By: _____
Name:
Title: ANTHONY LoGRIPPO
VICE PRESIDENT

TRADEMARK
REEL: 1728 FRAME: 0721

SCHEDULE A

MARK	REG. NO.	REG. DATE
Healthy Vision Healthy Savings	1,867,337	12/13/94

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 Peirson who, being by me duly sworn, did state as follows: that [s]he is Treasurer of The Samit Group, 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 LoGrippo 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