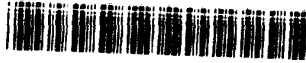


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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks, original documents or copy thereof.

<p>1. Name of conveying party(ies): Credit Agricole Indosuez <input type="checkbox"/> Individuals <input type="checkbox"/> General Partnership - <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Delaware <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? Yes X No</p>	<p>2. Name and address of receiving party(ies): Name: <u>Eye Care Centers of America, Inc.</u> Internal Address: _____ Street Address: <u>11103 West Avenue,</u> City: <u>San Antonio</u> State: <u>Texas</u> ZIP: <u>78213</u> Individual(s) citizenship _____ Association _____</p>
<p>3. Nature of conveyance: Assignment Security Agreement <input type="checkbox"/> Other <u>Release</u> Merger Change of Name Execution Date: <u>April 24, 1998</u></p>	<p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- <u>Texas</u> <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)</p>	<p>Trademark Registration No.(s) <u>1,995,466</u> Additional numbers attached X Yes No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Wan Chen, Esq.</u> Internal Address: <u>White & Case</u> Street Address: <u>1155 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> ZIP: <u>10036-2787</u></p>	<p>6. Total number of applications and registrations involved: <u>12</u> 7. Total fee (37 CFR 3.41): \$315.00 <input checked="" type="checkbox"/> Enclosed Authorized to be charged to deposit account 8. Deposit account number: <u>23-1705</u> (Attach duplicate copy of this page if paying by deposit account)</p>

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02 FC:482 275.00 OP

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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 Meredith Schorr 5/15/98
Name of Person Signing Signature date Total number of pages comprising cover sheet:

Do not detach this portion
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231
Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Schedule B

1. U.S. Trademark Registrations:

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
RXP2020	1,995,466	08/20/96
Where You're a Person, Not a Prescription	1,953,376	01/30/96
Sunmasters	1,955,411	02/06/96
(Design)	1,655,091	08/27/91
(Design)	1,654,239	08/20/91
Eyemasters	1,660,196	10/08/91
Eyemasters	1,654,802	08/27/91
Eye Masters	1,279,287	05/22/84
Eye Masters	1,280,551	06/05/84
<i>See Better Look Better</i>	<i>2,124,405</i>	<i>12/23/97</i>

2. US Trademark Applications:

<u>Trademark</u>	<u>U.S. Application No.</u>	<u>Application Date</u>
Rayz	75-090,632	04/18/96
Eye Masters	74-642,711	03/06/95

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 EYE CARE CENTERS OF AMERICA, INC. ("Pledgor").

R E C I T A L S :

A. Pledgor and Collateral Agent entered into a Borrower Intellectual Property Security Agreement, dated as of September 27, 1996, recorded as to trademarks in the U.S. Patent and Trademark Office (the "PTO") on November 4, 1996 at Reel 1498, Frame 0001, which agreement was amended by an Amendment to Borrower Intellectual Property Security Agreement, dated as of September 30, 1997, recorded as to trademarks in the PTO on January 22, 1998 at Reel 1680, Frame 0180 (as amended, 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.

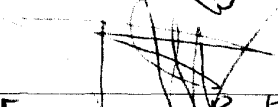
IN WITNESS WHEREOF, this Release has been executed as
of the date first written above.

CREDIT AGRICOLE INDOSUEZ
(formerly known as Banque Indosuez,
New York Branch), as Collateral Agent

By:  _____

Name: ~~Michael J. ...~~

Title: ~~Vice President~~

By:  _____

Name: ~~Franklin B. ...~~

Title: ~~Vice President~~

ACKNOWLEDGEMENT

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

On this 24th day of April, 1998, before me personally appeared Michael Arougheti and Francoise Berthelot, to me known who, being by my duly sworn, did depose and say that they are the Vice President and Vice President, respectively of Credit Agricole Indosuez, the bank described herein and which executed the foregoing instrument and that they signed their names thereto pursuant to the authority granted by Credit Agricole Indosuez.


Notary Public

My Commission Expires:

March 30, 1999
(SEAL)

MAUREEN P. MURPHY
Notary Public, State of New York
No. 24-4798844
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires March 30, 1999

SCHEDULE A

PATENTS

None.

TRADEMARK
REEL: 1733 FRAME: 0803

SCHEDULE C

COPYRIGHTS

None.

TRADEMARK
REEL: 1733 FRAME: 0804

SCHEDULE D

LICENSES

None.