

06-24-1998

Docket No.:

5014.095

Tab settings



To the Honorable Commissioner of Patents

attached original documents or copy thereof

1. Name of conveying party(ies):

Nationsbank, N.A. as Agent

100746542  
MRD 6.4.98

2. Name and address of receiving party(ies):

Name: Omega Optical Holdings, Inc.

Internal Address:

Street Address: 13515 North Stemmons Freeway

City: Dallas State: TX ZIP: 7523

- Individual(s)
- General Partnership
- Corporation-State
- Other National banking association
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached?  Yes  No

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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
- Security Agreement
- Other Termination and Release of Security Interest
- Merger
- Change of Name

Execution Date: May 3, 1996

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

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

1,701,511

1,688,859

Additional numbers attached?  Yes  No

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

Name: Jane Linowitz, Esq.

Internal Address: Levisohn, Lerner, Berger & Langsam

Street Address: 757 Third Avenue, Suite 2400

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 540.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

authorized to charge in case of deficiency: 02-2105

DO NOT USE THIS SPACE

06/24/1998 TTDW11 00000014 1701511

01 FC:481 40.00 DP  
02 FC:488 25.00 DP

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.

Jane Linowitz

Name of Person Signing

*Jane Linowitz*  
Signature

June 2, 1998  
Date

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

REEL: 1743 FRAME: 6954

## TERMINATION AND RELEASE

This Termination and Release is made this day of May, 1996 (the "Termination and Release") by the undersigned in favor of Benson Eyecare Corporation and its successor Essomega Corporation (collectively, "Borrower"), and Omega Opco, Inc., Omega Optical Holdings, Inc., Omega Optical Co., L.P., Omega Optical General, Inc. and any other subsidiary of the Borrower at the Effective Time (as such term as defined in that certain Agreement and Plan of Merger dated as of February 11, 1996, among Essilor International, S.A., Essilor America, Inc., Essilor Acquisition Corporation, Benson Eyecare Corporation, BEC Group, Inc. and Omega Opco, Inc., as amended) (the "Subsidiary Guarantors")

WHEREAS, the Borrower, the Subsidiary Guarantors, NationsBank N.A. ("Agent") and others are parties to a Third Amended and Restated Loan and Security Agreement dated March 6, 1995, as amended, modified or supplemented (including the other agreements, documents and instruments contemplated thereby, collectively, the "Loan Agreement"); and

WHEREAS, on the date hereof, Borrower is repaying all obligations ("Obligations") under and in connection with the Loan Agreement; and Borrower and each of the Subsidiary Guarantors have requested that Agent (on behalf of itself and the other lenders party to the Loan Agreement) release them from all obligations under the Loan Agreement and terminate the Loan Agreement.

NOW, THEREFORE, in consideration of the satisfaction of the Obligations and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent (on behalf of itself and the other lenders party to the Loan Agreement) hereby: (i) terminates the Loan Agreement and (ii) releases and discharges the Borrower and each of the Subsidiary Guarantors from any and all Obligations, duties and liabilities under the Loan Agreement other than such obligations, duties and liabilities that expressly survive such termination pursuant to the terms of the Loan Agreement. Simultaneously herewith, Agent (on behalf of itself and the other lenders party to the Loan Agreement) shall deliver to Borrower any and all promissory notes issued by Borrower pursuant to the Loan Agreement marked cancelled. Agent (on behalf of itself and the other lenders party to the Loan Agreement) agrees to execute and deliver UCC-3 financing statements and such other related documents as are reasonably requested by the Borrower to document the aforesaid termination.

IN WITNESS WHEREOF, the undersigned (on behalf of itself and the other lenders under the Loan Agreement) intending to be legally bound hereby, has caused this Termination and Release to be executed by the undersigned's duly authorized officers and its corporate seal to be affixed hereto this 3<sup>rd</sup> day of May, 1996.

ATTEST:

NATIONSBANK NATIONAL  
ASSOCIATION (CAROLINAS), N.A., as Agent

By: Christopher Beard  
Senior Vice President

\_\_\_\_\_

(CORPORATE SEAL)