

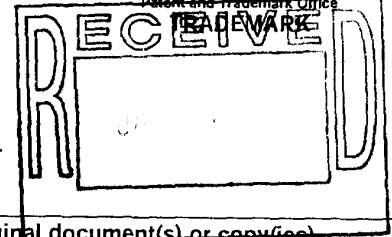
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office



MRO 7-6-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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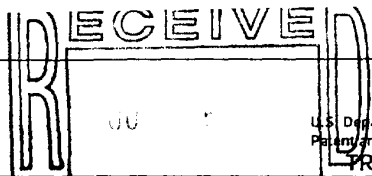
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1751 FRAME: 0860



Domestic Representative Name and Address Enter for the first Receiving Party only

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="74606778"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

James R. Kane, Esq.

June 30, 1998

Name of Person Signing

Signature

Date Signed

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("this Agreement") entered into as of MARCH 31, 1997 by and among PARAGON VISION SCIENCES, INC., formerly known as PARAGON ACQUISITION CORPORATION, a Delaware corporation, with a business address of 947 East Impala Avenue, Mesa, Arizona (together with its successors and assigns, the "Grantor"), and THE FIRST NATIONAL BANK OF BOSTON, a national banking association, with a business address of 100 Federal Street, Boston, Massachusetts 02110 (together with its successors and assigns "Grantee").

RECITALS

A. Grantor owns the patents listed on Schedule 1 annexed hereto and the trademark and trademark registrations listed on Schedule 2 annexed hereto.

B. Grantor and Grantee are parties to a Revolving Credit Agreement dated as of October 17, 1995, as amended by a First Amendment to Credit Agreement dated as of January 31, 1997, and a Pledge and Security Agreement - All Assets dated as of October 17, 1995 (such agreements, as each may be amended, supplemented or otherwise modified and in effect from time to time in accordance with their terms, being collectively referred to herein as the "Credit Agreement"), providing for extensions of credit to be made to Grantor by the Grantee under and as defined in the Credit Agreement. Capitalized terms used herein without definition have the meanings ascribed to them in the Credit Agreement (that is, in either the Revolving Credit Agreement as amended by the First Amendment to Credit Agreement or the Pledge and Security Agreement - All Assets).

C. Pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patterns, patents application, patent licenses, trademarks, trademark registrations, trademark applications and trademark licenses, and all products and proceeds thereof, to secure Grantor's performance and discharge of the Obligations. The Credit Agreement requires, as a condition to the Grantee's obligations to extend credit thereunder, the execution and delivery of this Agreement in order to further secure Grantor's performance and discharge of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Grant of Security Interest. In order to secure the due and punctual payment and performance of each and all of the

88-01-47101

TRADEMARK
REEL: 1751 FRAME: 0862

Obligations, Grantor does hereby grant, transfer, convey and assign to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent/Trademark Collateral"), whether presently existing or hereafter created or acquired:

a. each patent, including, without limitation, each patent referred to in Schedule 1 annexed hereto (the "Patents"), together with any reissues, continuation or extensions thereof;

b. all products and proceeds of the foregoing, including, without limitation, all license royalties and any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 annexed hereto;

c. each trademark (which term shall include service marks) and trademark registration, including, without limitation, each trademark and trademark registration referred to in Schedule 2 annexed hereto the ("Trademarks"), together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark and trademark registration;

d. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark of trademark registration, including, without limitation, the trademarks and trademark registration referred to in Schedule 2 annexed hereto, or (b) injury to the goodwill associated with any trademark or trademark registration; and

e. all Accounts, Inventory, Equipment, Intellectual Property, Proceeds, general intangibles and other Collateral related to the foregoing.

2. Representations, Warranties and Agreements. Grantor represents and warrants that:

a. the Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

b. no written claim (and, to the best of Grantor's knowledge, no oral claim) has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person;

c. Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and each of the Trademarks, free and clear of any pledges, assignments, licenses, registered user agreements, covenants by assignor not to sue third person and any other Liens or Encumbrances;

d. Grantor has the unqualified right to enter into this Agreement and perform its terms; and

e. all of Grantor's patents are listed on Schedule 1 annexed hereto, and all of Grantor's registered trademarks are listed on Schedule 2 annexed hereto.

3. Future Rights. So long as any Obligations remain outstanding or the Grantee has any obligation to make any Loans, if at any time Grantor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations or application, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any patent or any improvement on any patent, then the provisions of this Agreement shall automatically apply thereto and Grantor shall give to the Grantee prompt written notice thereof. Grantor hereby authorizes the Grantee, with prompt notice thereof to the Grantor, to modify this Agreement by amending Schedule 1 and/or 2, as applicable, to include any future patents, patent applications, trademarks, trademark applications, or trademark registration, which constitute Patent/Trademark Collateral under this Agreement.

4. No Inconsistent Agreement. So long as any Obligations remain outstanding or the Grantee has any obligation to make any Loans, Grantor shall not enter into any agreement (for example, a license agreement) that is inconsistent with Grantor's obligations under this Agreement; provided, however, that Grantor may grant licenses of the Patents and Trademarks and of any future Patent/Trademark Collateral for limited purposes in the course of Grantor's normal and ordinary business activities which do not, taken together with the value of the consideration received therefor, materially impair the value of the Patent/Trademark Collateral.

5. Right to Sue. Unless and until an Event of Default shall have occurred and be continuing, Grantor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuits in its own name to enforce or protect any Patent/Trademark Collateral.

6. Appointment. If an Event of Default shall have occurred and be continuing, Grantor hereby authorizes and empowers the Grantee to make, constitute and appoint any officer or agent of the Grantee as the Grantee may select, in its discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instrument necessary for the Grantee to use the Patent/Trademark Collateral, or necessary for the Grantee to assign, pledge, convey, or otherwise transfer title in or dispose of all or part of the Patent/Trademark Collateral to anyone else. Such power of attorney shall be coupled with an interest and

irrevocable for the life of this Agreement.

7. Cumulative Rights and Remedies. The security interest under this Agreement is granted in conjunction with the security interest granted to Grantee pursuant to the Credit Agreement and is subject to the provisions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent/Trademark Collateral are and shall be, to the full extent permitted by law, as set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All of the Grantee's rights and remedies with respect to the Patent/Trademark Collateral, whether established hereunder or by the Credit Agreement or by any other Loan Documents or by law or in equity shall be cumulative and may be exercised singularly or concurrently.

8. Express Incorporation of Miscellaneous Provisions From Pledge and Security Agreement - All Assets. In addition to the foregoing general incorporation by reference of all applicable provisions of the Credit Agreement and the other Loan Documents, Grantor hereby expressly incorporates each and all of the provisions of Sections 11-18 of the Pledge and Security Agreement - All Assets, but made applicable to this Agreement by substituting the word "Grantor" for "Borrower", "Grantee" for "Secured Party", and "this Agreement" for "this Security Agreement."

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized signatory as a sealed instrument as of the date and year first set forth above.

PARAGON VISION SCIENCES, INC.

By: Larry Warhus
Name: LARRY WARHUS
Title: EXEC VP
Hereunto Duly Authorized

THE FIRST NATIONAL BANK OF BOSTON

By: Gregory G. O'Brien
Name: Gregory G. O'Brien
Title: Director

(SEE NEXT PAGE FOR NOTARY ACKNOWLEDGEMENTS)

State of ~~Massachusetts~~ **ARIZONA**
County of ~~Suffolk~~ **MARICOPA**

March 31, 1997

Then personally appeared the above-named Garry Stashka,
CEO V.P. of Paragon Vision Sciences, Inc., as aforesaid
and acknowledged the foregoing instrument to be his free act and
deed in said capacity and the free act and deed of said corpora-
tion, before me.

Carol L. Gehrach
Notary Public



My Commission Expires:

State of Massachusetts
County of Suffolk

_____, 1997

Then personally appeared the above-named Gregory G. O'Brien,
Director of The First National Bank of Boston, as aforesaid and
acknowledged the foregoing instrument to be his free act and deed
in said capacity and the free act and deed of said The First
National Bank of Boston, before me.

Notary Public

My Commission Expires:

SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT

Trademark Application Number	74/606,778	“COMFORTVISION”
Patent Application Number	5,617,157	Light Filtering Contact Lens

165783-1

KIRKPATRICK & LOCKHART LLP

ONE INTERNATIONAL PLACE
BOSTON, MASSACHUSETTS 02110-2637

TELEPHONE (617) 261-3100

FACSIMILE (617) 261-3175

www.kl.com

JAMES R. KANE
(617) 261-3151
KANEJR@KL.COM

July 2, 1998

**EXPRESS MAIL
POST OFFICE TO ADDRESSEE**

RETURN RECEIPT REQUESTED

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

Re: Trademark No. 74606778
Patent and Trademark Security Agreement dated March 31, 1997
Conveying Party: Paragon Vision Sciences, Inc.
Receiving Party: The First National Bank of Boston

Dear Sir or Madam:

Enclosed for recording please find a Patent and Trademark Security Agreement for the above-referenced trademark along with the appropriate Recordation Form Cover Sheet. I have also enclosed a check for the \$40.00 filing fee.

If you have any questions concerning this matter or require any additional information, please do not hesitate to call me at (617) 261-3151.

Very truly yours,



James R. Kane

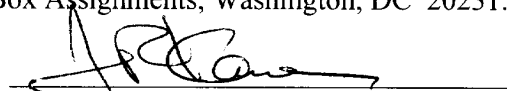
Enclosures

CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10

Express Mail Number: GB080954170

Date of Deposit: July 2, 1998

I hereby certify that this correspondence, enclosed security agreement with cover sheet and fee are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on December 5, 1997 and is addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231.



James R. Kane

Attorney for Receiving Party