

08-24-1998

RECORDATION FORM COVER SHEET
Dept. of Commerce, Patent and Trademark Office
TRADEMARKS ONLY



100798985

Honorable Commissioner of Patents and Trademarks:
record the attached original documents or copy thereof.

<p>1. Name of Conveying Party(ies): American Consolidated Laboratories, Inc NovaVision, Inc. Biopolymer Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Partnership <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>2. Name and address of Receiving Party(ies)</p> <p>Name: <u>Vision 2000, Inc.</u> Internal Address _____ _____</p> <p>Street Address <u>500 Church Street, Suite 200</u></p> <p>City: <u>Nashville</u> State: <u>TN</u> ZIP: <u>37219</u></p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>TN</u> <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names and address attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment _____ Merger _____ Security Agreement _____ Change of Name _____ Other</p> <p>Execution Date: As of January 9, 1998</p>	<p><u>AUG 17</u> <u>8/17/98</u></p>
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>B. Trademark registration No.(s) 1,164,503; 1,726,640; 1,709,247; 1,462,637; 1,085,945; 1,176,965</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Mary Ward</u> Internal Address: _____ _____</p> <p>Street Address: <u>414 Union Street, Suite 1600</u></p> <p>City: <u>Nashville</u></p> <p>State: <u>TN</u> ZIP: <u>37219</u></p>	<p>6. Total number of applications and registrations involved? <u>6</u></p> <p>7. Total fee (37 CFR 3.41) \$165.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account Number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
<p>08/24/1998 B. GUYEN 00000048 1164503 (DO NOT USE THIS SPACE)</p>	
<p>9. Statement and Signature</p> <p><i>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.</i></p> <p>Mary C. Ward <u>Mary C. Ward</u> <u>8/14/98</u> Name of person signing Signature Date</p> <p>Total number of pages comprising cover sheet: 1</p>	

01 FC:481
02 FC:482

40.00 DP
125.00 DP

SCHEDULE B

LIST OF TRADEMARKS

U.S. Registration No. 1,164,503 of "SOFFORM"
U.S. Registration No. 1,726,640 of "SALVATORI OPHTHALMICS"
U.S. Registration No. 1,709,247 of "ALLVUE"
U.S. Registration No. 1,462,637 of "COMFORT CONTROL"
U.S. Registration No. 1,085,945 of "CONSTA-VU"
U.S. Registration No. 1,176,965 of "BAL-FLANGE"

LIST OF TRADENAMES

NOVAWET
NOVA-NEW
VANGUARD
NOVALENS
PERCEPTION
NOVA-55
"E SERIES" VISION SYSTEM
NOVATHIN

ASSIGNMENT

This Assignment ("Assignment") is executed as of January 9, 1998, by American Consolidated Laboratories, Inc. ("ACL"), a Florida corporation, NovaVision, Inc. ("NovaVision"), a North Carolina corporation, and Biopolymer Corporation ("Biopolymer"), a Delaware corporation, in favor of Vision 2000, Inc. ("Assignee"), a Tennessee corporation.

ACL, NovaVision and Biopolymer ("Assignors") hereby assign, quitclaim and convey to Assignee all of Assignors' right, title and interest in and to all Patents and all Trademarks as hereinafter defined. This Assignment is made without any warranty, express or implied.

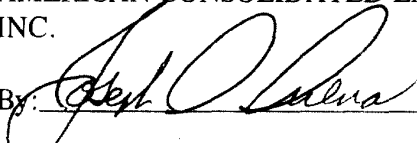
The term "Patents," as used herein, means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all divisions, continuations and continuations-in-part thereof, including, without limitation, all such rights referred to in Schedule A hereto.

The term "Trademarks," as used herein, means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in Schedule B hereto.

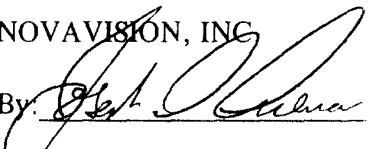
This Assignment is executed pursuant to certain security agreements executed by Assignors in favor of Sirrom Capital Corporation and Assignee ("Lenders") and in connection with Lenders' foreclosure of the security interests granted therein. This Assignment shall inure to the benefit of the heirs, successors and assigns of Assignee.

IN WITNESS WHEREOF, Assignors have executed this instrument as of the 9th day of January, 1998.

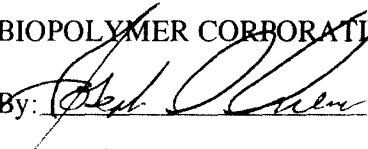
AMERICAN CONSOLIDATED LABORATORIES,
INC.

By: 
Title: PRESIDENT & CEO

NOVAVISION, INC

By: 
Title: PRESIDENT & CEO

BIOPOLYMER CORPORATION

By: 
Title: PRESIDENT & CEO

SCHEDULE A

LIST OF PATENTS

U.S. Patent No. 4,812,598 issued March 14, 1989

U.S. Patent No. 5,162,469 issued November 10, 1992

European (E.C.) Patent 0 295 947 B1 (issued October 11, 1994, covering Austria, France, Germany, Italy, Spain, Sweden, Switzerland, Lichtenstein, United Kingdom)

German Patent 38 52 522 T2

Japanese Patent No. 2604805

U.S. Patent No. 4,687,518 issued August 18, 1987

U.S. Patent No. 4,223,984 issued September 23, 1980

U.S. Patent No. 4,260,228 issued April 7, 1981

U.S. Patent No. 4,264,155 issued April 28, 1981

U.S. Patent No. 4,268,131 issued May 19, 1981

U.S. Patent No. 4,164,559 issued August 14, 1979

U.S. Patent No. 4,748,152 issued May 31, 1988

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RECORDED: 08/17/1998

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REEL: 1772 FRAME: 0386