

09-02-1998



Form PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100805736

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

1. Name of conveying party(ies): **8.27.98**
 Credit Agricole Indosuez
 Individuals Association
 General Partnership - Limited Partnership
 Corporation-Delaware
 Other
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: Visionworks, Inc.
 Internal Address:
 Street Address: 11103 West Avenue
 City: San Antonio State: Texas ZIP: 78213
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation Florida
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Release
 Execution Date: April 24, 1998

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

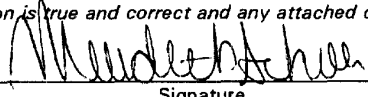
4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 Additional numbers attached? Yes No

Trademark Registration No.(s)\
 1,339,695

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Meredith Schorr
 Internal Address: 1155 Avenue of the Americas, Room 2604
 Street Address:
 City: New York State: NY ZIP: 10036
 Client/matter 1104031-0060

6. Total number of applications and registration involved: **1**
 7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed (enclosed with original submission)
 Authorized to be charged to deposit account **400E**
 8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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  **8/27/98**
 Name of Person Signing Signature Date
 Total number of pages comprising cover sheet: **1**

OMB No. 0651-0011 (exp. 4/94)

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.

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 VISIONWORKS, INC. ("Pledgor").

R E C I T A L S :

A. Pledgor and Collateral Agent entered into a Subsidiary 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 April 15, 1997 at Reel 1571, Frame 0605, which agreement was amended by an Amendment to Subsidiary 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 0187 (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.

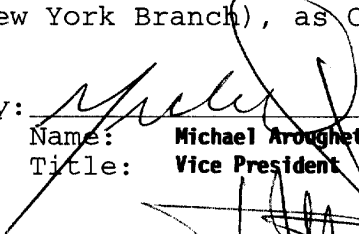
B. In accordance with the terms of the Agreement, Pledgor has satisfied all of its outstanding obligations under the Agreement, and in connection therewith, Pledgor has re-agreed and Collateral Agent and the Secured Parties have agreed to release their lien on all Pledged Collateral pledged pursuant 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.

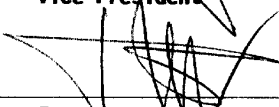
IN WITNESS WHEREOF, this Release has been executed as
of the date first written above.

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

By:  _____

Name: **Michael Arougheti**

Title: **Vice President**

By:  _____

Name: **Françoise Berthelot**

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.

Maureen P. Murphy
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.

SCHEDULE B

Trademarks

1. Trade Name License Agreement made and entered into March 29, 1994 between Visionworks, Inc. and Eckerd Corporation regarding the "Eckerd Optical" service mark and trade name.
2. VISIONWORKS United States service mark and trade name, United States Patent Office registration number 1,339,695 dated June 4, 1985, through assignment from Eckerd Corporation on or about March 28, 1994.
3. All rights acquired under paragraph 1.1(f) of the Asset Purchase Agreement dated February 3, 1994, as amended, including, but not limited to, the name "Vision Group" and the trade name and service mark "Visionworks".
4. The following private label frame trade names and trade marks for which the private label maker or vendor is responsible for registration and/or licensing, if necessary:

Blue Moon

Nevada Jones

South Hampton

Aztec

Technolite

KidsWorks

Board Room Classics

Alberto Romani

SCHEDULE C

COPYRIGHTS

None.

TRADEMARK
REEL: 1775 FRAME: 0863

SCHEDULE D

LICENSES

None.