

09-29-1998

FORM PTO- (Rev. 8-03) OMB No. 065



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
FORM COVER SHEET
DEMARKS ONLY

Tab Set:

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

1. Name of conveying party(ies): 9-25-98
 Vision World, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Minnesota
 Other _____

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

2. Name and address of receiving party(ies)
 Name: Vision Twenty-One, Inc.
 Internal Address: _____
 Street Address: 7360 Bryan Dairy Road
 City: Largo State: FL ZIP: 33777

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State of Florida
 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 31, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
(75/278568)
(75/486695)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: J. Todd Timmerman, Esquire
 Internal Address: Shumaker, Loop & Kendrick, LLP
Post Office Box 172609

 Street Address: _____
Tampa FL 33672-0609
 City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 2

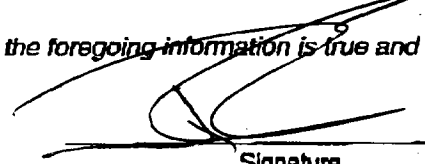
7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

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.

J. Todd Timmerman, Esq.  September 22, 1998

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

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

TRADEMARK
 REEL: 1793 FRAME: 0097

JUN 18 2000 09:25 7527856

01 FC:401
02 FC:402

ASSIGNMENT OF TRADEMARKS AND SERVICE MARK

THIS ASSIGNMENT OF TRADEMARKS AND SERVICE MARK ("Assignment") is made as of the 31st day of July, 1998, from **VISION WORLD, INC.**, a Minnesota corporation ("Assignor"), to **VISION TWENTY-ONE, INC.**, a Florida corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, as of the date of this Assignment, Assignor is using or has used and is the sole owner of all right, title, and interest in and to the service mark "VISION WORLD" and the trademarks "AMALFI OCHIALLI" and "POLYTHIN" (collectively, the "Marks");

WHEREAS, Assignee desires to acquire the entire interest of Assignor in and to the Marks; and

WHEREAS, Assignor has agreed to sell, assign, and transfer to Assignee all right, title, and interest of Assignor in and to the Marks, including all derivatives thereof, all trademark and/or service mark applications therefor, and all registrations thereof, and all goodwill associated therewith.

NOW, THEREFORE, in consideration of the premises, a valuable sum in dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, convey, assign, transfer, and deliver unto Assignee, absolutely and forever, all of its right, title, and interest, whether statutory or at common law, in and to the Marks throughout the world, together with the goodwill of the business symbolized by the Marks and all registrations and recordings of and pending applications relating to the Marks and all renewals thereof owned by Assignor, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign jurisdiction, including, without limitation, U.S. Application Nos. 75/278568 for "AMALFI OCHIALLI" and 75/486695 for "POLYTHIN".

At any time and from time to time at the request of Assignee, Assignor shall execute and deliver to Assignee or other parties designated by Assignee, at no cost or expense to Assignee, any new, additional, or confirmatory instruments and any other documents and perform all acts that may be necessary or desirable to effect the conveyance contemplated by this Assignment, to enable Assignee to register this Assignment in each of the jurisdictions where the Marks have been registered, and otherwise to enable Assignee to realize upon or otherwise enjoy the benefit of the rights assigned to Assignee pursuant to this Assignment and to accomplish the intent and purpose of this Assignment.

Assignor agrees that it shall hereafter refrain from using the Marks or any confusingly similar marks, logos, or names in the conduct of business.

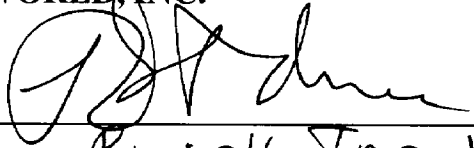
This Assignment shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the respective Assignor and Assignee. This Assignment

shall be governed in its construction, interpretation, and performance by the laws of the United States of America.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the date and year first above stated.

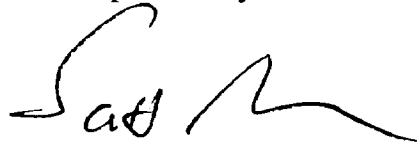
“Assignor”

VISION WORLD, INC.

By: 
Name: Russell Trenholme
Title: President

STATE OF MINNESOTA
COUNTY OF Ramsey

The foregoing instrument was acknowledged before me this 31st day of July, 1998, by Russell S. Trenholme as President of **VISION WORLD, INC.**, a Minnesota corporation, on behalf of the corporation. S/he is personally known to me or has produced _____ as identification.



NOTARY PUBLIC
Name: _____
My: Commission Expires: _____

