

02-10-1999



100962628

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

<b>Submission Type</b>		<b>Conveyance Type</b>	
<input checked="" type="checkbox"/> New	2-5-99	<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation)	Document ID # _____	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error	Reel # _____ Frame # _____	<input type="checkbox"/> Merger	Effective Date Month Day Year _____
<input type="checkbox"/> Corrective Document	Reel # _____ Frame # _____	<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other	_____

**Conveying Party**  Mark if additional names of conveying parties attached

Name: The Dime Savings Bank of New York, FSB Execution Date: 1/25/99

Formerly: \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other Bank

Citizenship/State of Incorporation/Organization New York

**Receiving Party**  Mark if additional names of receiving parties attached

Name: Dime Capital Partners, Inc.

DBA/AKA/TA: \_\_\_\_\_

Composed of: \_\_\_\_\_

Address (line 1): 1401 Valley Road 1410E

Address (line 2): \_\_\_\_\_

Address (line 3): Wayne New Jersey 07470

Individual  General Partnership  Limited Partnership  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.)

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization New Jersey

FOR OFFICE USE ONLY

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. 20503

REEL: 1852 FRAME: 0466

TRADEMARKS 00000651-0290-40-00 CH 100-00

**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="75102269"/>	<input type="text" value="75102271"/>	<input type="text" value="75102272"/>	<input type="text" value="2043766"/>	<input type="text" value="2110447"/>	<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.

Carole V. Aciman

Name of Person Signing

Carole Aciman

Signature

2-2-99

Date Signed

ASSIGNMENT OF SECURITY INTEREST

This is an assignment dated as of January 25, 1999, by The Dime Savings Bank of New York, FSB, a Federal Savings Bank having an office at 589 Fifth Avenue, New York, New York 10017 ("Assignor") to Dime Capital Partners, Inc., a New Jersey corporation, having an office at 1401 Valley Road, Wayne, New Jersey 07470 ("Assignee").

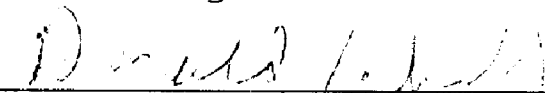
WHEREAS, pursuant to that certain trademark and patent collateral assignment and security agreement dated April 29, 1997, between Case Holdings Inc., a Delaware corporation, and First Fidelity Private Capital, Inc., a Pennsylvania corporation ("Trademark and Patent Collateral Assignment and Security Agreement") attached hereto as Exhibit C and that certain assignment of security interest dated as of September 2, 1998 between First Fidelity Private Capital, Inc. and Assignor attached hereto as Exhibit D, Assignor holds a security interest in certain Trademarks (listed on Exhibit A hereto), Patents (listed on Exhibit B hereto) and Licenses, as these terms are defined in the Trademark and Patent Collateral Assignment and Security Agreement (together, "Intellectual Property Rights"); (references hereinafter to "Trademarks", "Patents" and "Licenses" shall have the meaning given such terms in the Trademark and Patent Collateral Assignment and Security Agreement); and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to said security interest in the Intellectual Property Rights together with all the goodwill associated with and symbolized by the Intellectual Property Rights;

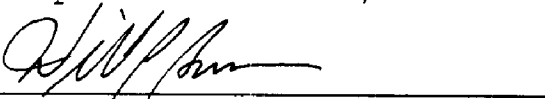
NOW, THEREFORE, intending to be legally bound and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells and assigns to Assignee, its successors and assigns, and Assignee hereby accepts the sale and assignment of, all of Assignor's right, title and interest in and to the said Intellectual Property Rights, including the Patents, Trademarks and Licenses, together with all the goodwill associated with and symbolized by the Intellectual Property Rights, the same to be held and enjoyed by Assignee, its successors and assigns as it would have been held and enjoyed by Assignor if this assignment and sale had not been made.

This Assignment of Security Interest may be executed in counterparts, each of which shall be deemed to be an original, but which together shall be deemed to constitute a single document.

The Dime Savings Bank of New York, FSB

By:   
Name: Donald P. Schmitt  
Title: Senior Vice President

Dime Capital Partners, Inc.

By:   
Name: William S. Brown  
Title: Vice President

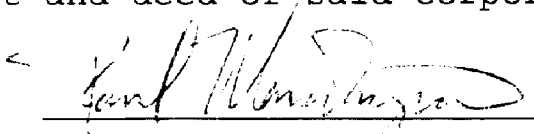
ACKNOWLEDGMENT

STATE OF NEW YORK )

) SS:

COUNTY OF NEW YORK )

On the 25<sup>th</sup> day of January, 1999 before me personally appeared Donald P. Schwartz, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Senior Vice President of The Dime Savings Bank of New York, FSB, who being by me duly sworn, did depose and say that he is Senior Vice President of The Dime Savings Bank of New York, FSB, the bank described in and which executed the foregoing instrument and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

(Seal)

My commission expires:

5/18/01

**PAUL MARCOTRIGIANO**  
Notary Public, State of New York  
No. 02MA4808250  
Qualified in Nassau County  
Commission Expires May 18, 2001

**TRADEMARKS**

Registered Mark: Night Vision  
Registered Number: 2,043,766  
Date of Registration: March 11, 1997

Registered Mark: Originals Stand Alone  
Registered Number: 2,110,447  
Date of Registration: November 4, 1997

Abandoned Trademarks                      Serial Numbers

Cases With Vision                      75/102,269  
Lunasee                                      75/102,271  
Swish Symbol                              75/102,272

**PATENTS**

Pending Patent Application

Application Number: 08/680,186  
Titled: Optical Case With Separate  
Compartments

**TRADEMARK AND PATENT  
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

This is a TRADEMARK AND PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Agreement"), dated April 29, 1997, executed and delivered by CASE HOLDINGS INC., a Delaware corporation having its chief executive office at 289 Rte 33 East, Manalapan, New Jersey (07726) (the "Debtor"), to FIRST FIDELITY PRIVATE CAPITAL, INC., a Pennsylvania corporation, having its principal office at 190 River Road - NJ3126, Summit, New Jersey 07901 (the "Secured Party").

Background

WHEREAS, the Debtor and the Secured Party have entered into that certain Loan and Stock Purchase Agreement of even date herewith (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which the Debtor shall issue to Secured Party its 12.0% Senior Note due March 31, 2003 (the "Note") in the initial aggregate principal amount of One Million Seventy-Five Thousand Dollars (\$1,075,000), and thirty (30) shares of its Common Stock; and

WHEREAS, in order to secure the prompt and complete payment, observance and performance of all of the obligations of the Debtor under the Note, the Purchase Agreement and the other Financing Documents (together, the "Obligations"), the Secured Party has required, as a condition, among others, to entering into the Purchase Agreement and purchasing the Note, that the Debtor grant Secured Party a security interest in all of Debtors' Trademarks and Patents (as defined herein) in accordance with the terms of this Agreement.

Terms

NOW, THEREFORE, in consideration of the premises set forth herein, the Debtor hereby agrees with the Secured Party for its benefit and the benefit of any transferees or assignees of the Note, the Investor's Stock and the Financing Documents, as follows (unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement):

1. Grant of Security Interest. In order to secure the full and timely payment and performance of the Obligations, Debtor hereby grants and assigns to Secured Party a first priority security interest (the "Security Interest") in the following collateral (collectively, the "Collateral"):

(a) all of Debtor's now or hereafter acquired or adopted service marks, trademarks, trade names, trade dress, designs and general intangibles of a like nature, all registrations, recordings, applications for registrations, and renewals of registrations thereof, and the goodwill of the business symbolized thereby, including without limitation the trademarks, service



marks and U.S. trademark and service mark registrations shown in the attached Exhibit A (collectively, the "Trademarks"); and

(b) all of Debtors' now or hereafter acquired unpatented inventions (whether or not patentable), patent applications and letters of patent and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, including without limitation the letters of patent and patent applications shown in the attached Exhibit B (collectively, the "Patents"); and

(d) all proceeds of, and rights associated with the Trademarks and Patents, including any license royalties, the right to sue third parties for past, present or future infringement, unfair competition, or dilution or for any injury to the goodwill associated with any of the Trademarks and Patents; and

(e) all of Debtors' rights under all licenses of Trademarks and Patents and related general intangibles, whether now held or hereafter acquired (the "Licenses").

2. Rights and Remedies Upon Default. Upon the occurrence and during the continuance of any Event of Default, as defined in the Purchase Agreements in addition to all other rights and remedies of Secured Party, whether provided under law, this Agreement, the other Financing Documents or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Patents or Trademarks for any purpose whatsoever. Secured Party may make use of any Patents or Trademarks for the sale of goods, completion of work in process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Secured Party.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) In order to implement the assignment, sale, or other disposition of any of the Collateral, Secured Party may at any time execute and deliver on behalf of Debtor one or more instruments of assignment of the Patents and Trademarks (or any applications, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses.

(d) Debtor will, concurrently with execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the forms attached as Exhibits C and D for the implementation of the assignment, sale or other disposition of the Patents and Trademarks pursuant to Secured Party's exercise of the rights granted to it under this Agreement on and after an Event of Default exists or has occurred and is continuing.

3. Further Assurances. From time to time Debtor shall execute and deliver to Secured Party such additional instruments as Secured Party may reasonably request to effectuate the purposes of this Agreement and to assure Secured Party of its valid first priority security interest in and lien on the Collateral. The Debtor irrevocably appoints Secured Party as its lawful attorney and agent to execute on behalf of the Debtor all financing statements, amendments and any other documents which Secured Party deems reasonably necessary for the perfection or maintenance of the Security Interest granted hereunder. The powers of attorney granted to Secured Party in and in connection with this Agreement are coupled with an interest and are irrevocable so long as this Agreement is in force.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to any otherwise applicable principles of conflicts of laws or choice of law.

5. Incorporation of Security Agreement by Reference. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the assignment and security interest made and granted hereby are more fully set forth in certain Security Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between this Agreement and the Security Documents, the terms of the Security Documents are controlling.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

7. Waiver. No failure or delay on the part of Secured Party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by Secured Party.

8. Amendment. No change or modification to this Agreement shall be valid unless in writing and signed by Secured Party and Debtor.

9. Benefit. This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and permitted assigns of the parties hereto. The Debtor shall not assign any of its rights or obligations hereunder without the prior written consent of Secured Party.

10. Invalidity. If any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and this Agreement shall be construed as if such invalid or unenforceable provisions had never been contained herein.

11. WAIVER OF JURY TRIAL; CONSENT TO JURISDICTION.

(a) EXCEPT AS PROHIBITED BY LAW, EACH PARTY HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(b) THE DEBTOR IRREVOCABLY SUBMITS AND CONSENTS TO THE JURISDICTION OF ANY NEW JERSEY SUPERIOR OR FEDERAL COURT SITTING IN NEW JERSEY OVER ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE FINANCING DOCUMENTS, AND THE DEBTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW JERSEY SUPERIOR OR FEDERAL COURT.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed and delivered on the date first above written.

CASE HOLDINGS INC.

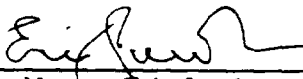
By:   
Name: Eric Jacobson  
Title: President

EXHIBIT A

Trademarks

Registered Mark: Night Vision  
Registration Number: 2,043,766  
Date of Registration: March 11, 1997

Pending Trademarks

Pending Registration Numbers

Originals Stand Alone

75/102,268

Cases With Vision

75/102,269

Monasee

75/102,271

Swish Symbol

75/102,272

EXHIBIT B

Patents

PENDING PATENT APPLICATION

Application No.: 08/680,186  
Titled: Optical Case With Separate Compartments

SPECIAL POWER OF ATTORNEY

STATE OF NEW JERSEY :  
 : ss.  
COUNTY OF MERCER :


KNOW ALL MEN BY THESE PRESENTS THAT CASE HOLDINGS INC. . a Delaware corporation (the "Debtor"), hereby appoints and constitutes **FIRST FIDELITY PRIVATE CAPITAL, INC.** ("Secured Party") and its successors and assigns, its true and lawful attorney upon the occurrence of an Event of Default under a certain Loan and Stock Purchase Agreement dated April 29, 1997 between the Debtor and the Secured Party (the "Purchase Agreement"), pursuant to which Debtor will issue to Secured Party its 12.0% Senior Secured Note due March 31, 2003 (the "Note") in the initial aggregate principal amount of One Million Seventy-Five Thousand Dollars (\$1,075,000), and thirty (30) shares of its Common Stock, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor:

1. For the purpose of assigning, selling or otherwise disposing of all right, title and interest of Debtor in and to the letters of patents shown in the attached Schedule A, all other patents, all registrations, applications for registration, recordings and renewals thereof, all of Debtor's rights under all licenses of patents and related general intangibles, and all proceeds of, and rights associated with, the foregoing, whether now held or hereafter acquired whether now owned or hereafter acquired, and for the purpose of recording, registering, applying for registration of, or accomplishing any other formality with respect to the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

2. To execute any all documents, statements, certificates or other papers necessary or advisable in order to achieve the purposes described above as Secured Party may in its sole discretion determine.

This power of attorney is made pursuant to a TRADEMARK AND PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, dated April 29, 1997, from Debtor to Secured Party and may not be revoked until the payment in full of the Note, and the performance and fulfillment of all of the covenants and obligations of Debtor pursuant to the Purchase Agreement.

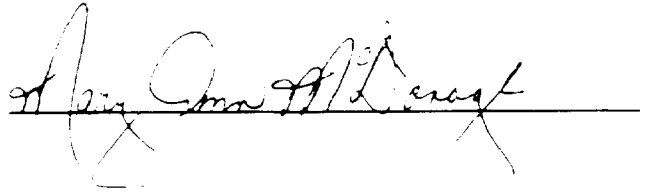
CASE HOLDINGS INC.

By:   
Name: Eric Jacobson  
Title: President

STATE OF NEW JERSEY             )  
                                                      ) SS.:  
COUNTY OF MERCER             )

BE IT REMEMBERED, that on this 29th day of April, 1997, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Eric Jacobson who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the President of Case Holdings Inc., the Corporation named in the within Instrument; and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

MARY ANN McDONAGH  
A Notary Public of New Jersey  
My Commission Expires June 10, 1997



\_\_\_\_\_  
Notary Public of New Jersey

My commission expires:



EXHIBIT B

Patents

PENDING PATENT APPLICATION

Application No.: 08/680,186  
Titled: Optical Case With Separate Compartments

**SPECIAL POWER OF ATTORNEY**

STATE OF NEW JERSEY

COUNTY OF MERCER

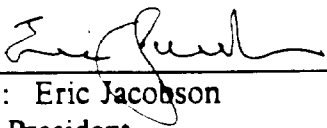
SS.

KNOW ALL MEN BY THESE PRESENTS THAT **CASE HOLDINGS INC.** a Delaware corporation (the "Debtor"), hereby appoints and constitutes **FIRST FIDELITY PRIVATE CAPITAL, INC.** ("Secured Party") and its successors and assigns, its true and lawful attorney upon the occurrence of an Event of Default under a certain Loan and Stock Purchase Agreement dated April 29, 1997 between the Debtor and the Secured Party (the "Purchase Agreement"), pursuant to which Debtor will issue to Secured Party its 12.0% Senior Secured Note due March 31, 2003 (the "Note") in the initial aggregate principal amount of One Million Seventy-Five Thousand Dollars (\$1,075,000), and thirty (30) shares of its Common Stock, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor:

1. For the purpose of assigning, selling or otherwise disposing of all right, title and interest of Debtor in and to the trademarks and service marks shown in the attached Schedule A, all other service marks, trademarks, trade names, trade dress and designs now or hereafter acquired or adopted by Debtor, all registrations, applications for registration, recordings and renewals thereof, and the goodwill of the business symbolized thereby, and for the purpose of recording, registering, applying for registration of, or accomplishing any other formality with respect to the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and
2. To execute any all documents, statements, certificates or other papers necessary or advisable in order to achieve the purposes described above as Secured Party may in its sole discretion determine.

This power of attorney is made pursuant to a TRADEMARK AND PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, dated April 29, 1997, from Debtor to Secured Party and may not be revoked until the payment in full of the Note, and the performance and fulfillment of all of the covenants and obligations of Debtor pursuant to the Purchase Agreement.

CASE HOLDINGS INC.

By:   
Name: Eric Jacobson  
Title: President

STATE OF NEW JERSEY )  
 ) SS.:  
COUNTY OF MERCER )

BE IT REMEMBERED, that on this 29th day of April, 1997, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Eric Jacobson who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the President of Case Holdings Inc., the Corporation named in the within Instrument; and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.



MARY ANN McDONAGH  
A Notary Public of New Jersey  
My Commission Expires June 10, 1997

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Notary Public of New Jersey

My commission expires:

EXHIBIT A

Trademarks

Registered Mark: Night Vision  
Registration Number: 2,043,766  
Date of Registration: March 11, 1997

Pending Trademarks

Pending Registration Numbers

Originals Stand Alone	75/102,268
Cases With Vision	75/102,269
Lunasee	75/102,271
Swish Symbol	75/102,272

ASSIGNMENT OF SECURITY INTEREST

This is an assignment dated as of September 2, 1998 by First Fidelity Private Capital, Inc., a Pennsylvania corporation having its principal office at 190 River Road, NJ 3126, Summit, NJ 07901 ("Assignor") to The Dime Savings Bank of New York, FSB, a Federal Savings Bank having an office at 589 Fifth Avenue, New York, NY 10017 ("Assignee").

WHEREAS, pursuant to that certain trademark and patent collateral assignment and security agreement dated April 29, 1998 between Assignor and Case Holdings Inc., a Delaware company ("Trademark and Patent Collateral Assignment and Security Agreement") attached hereto as an Exhibit C, Assignor holds a security interest in certain Trademarks (listed on Exhibit A hereto), Patents (listed on Exhibit B hereto) and Licenses, as these terms are defined in the Trademark and Patent Collateral Assignment and Security Agreement (together, "Intellectual Property Rights"); (references hereinafter to "Trademarks", "Patents" and "Licenses" shall have the meaning given such terms in the Trademark and Patent Collateral Assignment and Security Agreement); and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to said security interest in the Intellectual Property Rights together with all the goodwill associated with and symbolized by the Intellectual Property Rights;

NOW, THEREFORE, intending to be legally bound and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby

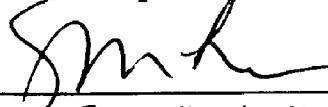
sells and assigns to Assignee, its successors and assigns, and Assignee hereby accepts the sale and assignment of, all of Assignor's right, title and interest in and to the said Intellectual Property Rights, including the Patents, Trademarks and Licenses, together with all the goodwill associated with and symbolized by the Intellectual Property Rights, the same to be held and enjoyed by Assignee, its successors and assigns as it would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor hereby represents and warrants that Assignor has not and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein, and Assignor binds itself and its executors, administrators and legal representatives, as the case may be, to execute and deliver to Assignee, its successors and assigns, any further documents or instruments and do any and all further acts as Assignee may deem necessary to record and enforce its rights hereunder.

Assignor further covenants and agrees, in consideration of these premises, that Assignor, its successors and assigns, will, at any time, upon request, communicate to Assignee, its successors and assigns, any facts relating to Intellectual Property Rights and the history thereof, known to Assignor or Assignor's successors and assigns, and will testify as to the same in any interference or other litigation when requested so to do by Assignee, its successors and assigns, it being understood that Assignee will compensate Assignor for the expenses reasonably incurred in complying with said requests.

This Agreement may be executed in counterparts,  
each of which shall be deemed to be an original, but which  
together shall be deemed to constitute a single document.

First Fidelity Private Capital, Inc.

By:   
Name: *STEPHEN M. LANE*  
Title: *PRESIDENT*

The Dime Savings Bank of New York, FSB

By: \_\_\_\_\_  
Name:  
Title:



This Agreement may be executed in counterparts,  
each of which shall be deemed to be an original, but which  
together shall be deemed to constitute a single document.

First Fidelity Private Capital, Inc.

By: \_\_\_\_\_  
Name:  
Title:

The Dime Savings Bank of New York, FSB

By: Anthony R. Burriesci  
Name: Anthony R. Burriesci  
Title: Chief Financial Officer

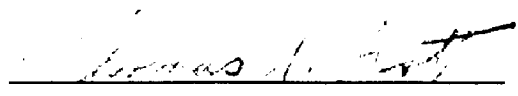
ACKNOWLEDGMENT

STATE OF NEW YORK )

) SS:

COUNTY OF NEW YORK )

On the 2<sup>ND</sup> day of September, 1998 before me personally appeared STEPHEN M. LANE, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as PRESIDENT of First Fidelity Private Capital, Inc., who being by me duly sworn, did depose and say that he is the PRESIDENT of First Fidelity Private Capital, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

**THOMAS A. SCOTT**  
Notary Public, State of New York  
No. 41-4792491  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires August 31, 19 ~~98~~

(Seal)

My commission expires:

08/31/99

**TRADEMARKS**

Registered Mark: Night Vision  
Registered Number: 2,043,766  
Date of Registration: March 11, 1997

Registered Mark: Originals Stand Alone  
Registered Number: 2,110,447  
Date of Registration: November 4, 1997

Abandoned Trademarks                      Serial Numbers

Cases With Vision                      75/102,269  
Lunasee                                      75/102,271  
Swish Symbol                              75/102,272

**PATENTS**

Pending Patent Application

Application Number: 08/680,186  
Titled: Optical Case With Separate  
Compartments