

Rev. 5-93 8/31/99
OMB No. 1651-0011 Exp. 4-94

HE

09-01-1999

Patent and Trademark Office

Tab settings = = =



Attached original documents or copy in record

To the Honorable Commissioner of F

101131798

Address of receiving party(ies)

1. Name of conveying party(ies):

The Hilsinger Company L.P.
33 West Bacon Street
Plainville, MA 02762

Name NationCredit Commercial Corporation

Internal Address: _____

Street Address: 187 Danbury Road

City: Wilton State: CT Zip 06897

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

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

Additional names of conveying party(ies) attached? Yes No

If assignee is not domiciled in the United States, a domestic representative designation attached: Yes No

(Designations must be a separate document from assignment)

Additional names & addresses attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: June 24, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No (s)

1,153,190 1,563,028

1,495,099

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: J. Lee

Internal Address: _____

Access Information Services Inc.

Street Address: Po Box 3709

City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

09/01/1999 DNGUYEN 00000003 1153190

01 FC:481
02 FC:482

40.00 OP
50.00 OP

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.

Craig Gilgallon
Name of Person Signing

[Signature]
Signature

6-24-99
Date

Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK
REEL: 001951 FRAME: 0590

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, The Hilsinger Company L.P., a Delaware limited partnership (herein referred to as the "**Company**") owns, or in the case of licenses, is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Company, Wilson Ophthalmic Corporation, the lenders party thereto and NationsCredit Commercial Corporation, as Agent are parties to a Credit Agreement dated as of March 11, 1994 and amended and restated as of June 30, 1995, October 6, 1998 and June 24, 1999 (as may be further amended from time to time, the "**Credit Agreement**");

WHEREAS, pursuant to the terms of the Security Agreement dated as of March 11, 1994 as amended by Amendment No. 1 thereto dated as of June 30, 1995 (as such agreement may be further amended from time to time, the "**Security Agreement**") among the Company and NationsCredit Commercial Corporation, as Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), the Company has granted to the Grantee for the benefit of such Secured Parties a continuing security interest in or other Lien on substantially all the personal property of the Company, including all right, title and interest of the Company in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, the Company has previously executed and delivered a Trademark Security Agreement dated as of March 11, 1994 in favor of the Agent, and having acquired additional Trademarks and Trademark registrations now wishes to execute and deliver this additional Trademark Security Agreement in favor of the Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company does hereby grant to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Company'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

“**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by Company, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Company is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Company against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Company, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of the Company under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

The Company hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Company or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Company might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, the Company agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Company to the Grantee pursuant to the Security Agreement. The Company does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 24th day of June, 1999.

THE HILSINGER COMPANY L.P.
By THC Management Corp.,
as its General Partner

By Calvin Neider
Name: Calvin Neider
Title: Vice President

Acknowledged:

NATIONSCREDIT COMMERCIAL
CORPORATION, as Agent

By: James F. Braue
Name: James F. Braue
Title: Vice President

STATE OF NY)
) ss.:
COUNTY OF NY)

I, Joelle Caplan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Calvin Neider, Vice President of The Hilsinger Company L.P. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VP, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 24th day of June, 1999.

[Seal]

Joelle Caplan
Signature of notary public
My Commission expires 9/8/2000
JOELLE CAPLAN
NOTARY PUBLIC, State of New York
No. 01CA6012826
Qualified in Westchester
Commission Expires Sept 8, 2000

**Schedule 1
to Trademark
Security Agreement**

THE HILSINGER COMPANY L.P.

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Opti-Cloth	1,153,190	05/05/81
Opti-Wipe	1,495,099	07/05/88
Shield	1,563,028	04/29/89

PENDING U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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None.

U.S. TRADEMARK LICENSES

<u>Licensor</u>	<u>Licensee</u>	<u>Trademark</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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None.

(NY) 14689/003/AMEND99/sa.trademark.wpd