

11-18-1999

Express Mail No.: EL 265 832 710 US

FORM PTO-1594  
1-31-92U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101203054

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.  
Box Assignment, Washington, DC 20231

<b>1 Name of conveying party(ies):</b> CVG Product Services, Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State DELAWARE <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>2. Name and address of receiving party(ies):</b> Name: <u>Societe Generale, as Administrative Agent</u> Internal Address: _____ Street Address: <u>1221 Avenue of the Americas</u> City <u>New York</u> State <u>New York</u> ZIP <u>10020</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>French banking corporation, New York Branch</u>  If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>3 Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>1st Amendment to Guarantee and Collateral Agreement</u>  Execution Date: <u>10/27/99</u>		<b>4 Application number(s) or registration number(s):</b> A. Trademark Application No(s) <u>75/581,901</u> B. Trademark registration No(s) <u>See attached sheet.</u>  Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>5 Name and address of party to whom correspondence concerning document should be mailed:</b>  PENNIE & EDMONDS LLP 1155 Avenue of the Americas New York, NY 10036  Attn: <u>Carol M. Wilhelm</u>  File No.: <u>10148-0002-999</u>		<b>6. Total number of applications and registrations involved:</b> <u>11</u>  <b>7. Total fee (37 CFR 3.41):</b> .....\$ <u>290.00</u>  Please charge to the deposit account listed in Section 8.  <b>8. Deposit account number:</b> <u>16-1150</u>	
<b>DO NOT USE THIS SPACE</b>			
<b>9 Statement and signature:</b>  <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>  Carol M. Wilhelm _____ 11/9/99 Name of Person Signing Reg. No. Signature Date  Total number of pages comprising cover sheet: <u>24</u>			

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

11/17/1999 JSHABAZZ 00000152 161150 75581901

01 FC:481 40.00 CH  
02 FC:482 250.00 CHTRADEMARK NY2 - 1018718.1  
REEL: 001989 FRAME: 0788



CONTINUATION OF ITEM 1:

Additional Conveying Parties:

America's Best Contacts & Eyeglasses, Inc. (a Delaware corporation)

Consolidated Vision Group, Inc. (a Delaware corporation)

TSO Retail Holdings, Inc. (a Delaware corporation)

CONTINUATION OF ITEM 4B:

Trademark Registration Nos.:

2,172,274  
2,172,275  
2,207,931  
2,145,797  
2,168,910  
2,229,856  
2,172,276  
1,544,247  
1,866,241  
2,258,389



**FIRST AMENDMENT TO GUARANTEE AND COLLATERAL AGREEMENT**

**THIS FIRST AMENDMENT TO GUARANTEE AND COLLATERAL AGREEMENT** (this "Amendment"), dated as of October 27, 1999, made by each of the signatories hereto (together with any other entity that may become a party hereto provided herein, the "Grantors"), in favor of SOCIETE GENERALE, a French banking corporation acting through its New York Branch, as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of October 27, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Consolidated Vision Group, Inc. (the "Borrower"), the Lenders and the Administrative Agent.

**W I T N E S S E T H :**

**WHEREAS**, the Borrower, the Lenders and the Administrative Agent are parties to a Credit Agreement dated as of April 28, 1997 (as heretofore amended, the "Existing Credit Agreement") pursuant to which the Lenders made term loan and revolving credit advances to the Borrower and SG (as defined in the Credit Agreement), as issuing bank, issued letters of credit on behalf of the Borrower;

**WHEREAS**, in connection with the Existing Credit Agreement, the Grantors, the Lenders and the Administrative Agent are parties to a Guarantee and Collateral Agreement dated as of April 28, 1997 (as heretofore amended, the "Guarantee Agreement"; capitalized terms not otherwise defined herein have the meaning given to them in the Guarantee Agreement) pursuant to which the Guarantors guaranteed the prompt and complete payment and performance by the Borrower when due of the Borrower Obligations and the Grantors assigned, transferred and granted to the Administrative Agent, for the benefit of the Lenders, security interests in the Collateral;

**WHEREAS**, the Borrower has requested that its obligations under the Existing Credit Agreement be amended and restated on the terms and conditions in the Credit Agreement and the Lenders and the Administrative Agent are agreeable to such request;

**WHEREAS**, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

**WHEREAS**, the proceeds of the extensions of credit under the Existing Credit Agreement have been and the proceeds of extensions of credit under the Credit Agreement will continue to be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

**WHEREAS**, the Borrower and the other Grantors are engaged in related businesses, and each Grantor has derived substantial direct and indirect benefit from the making of the extensions of credit under the Existing Credit Agreement and will derive substantial direct and indirect benefit from the making of extensions of credit under the Credit Agreement; and

**WHEREAS**, it is a condition precedent to the obligation of the Lenders to enter into the Credit Agreement that the Grantors shall have executed and delivered this Amendment to the Administrative Agent, for the ratable benefit of the Lenders;

**NOW, THEREFORE**, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, as follows:

**SECTION 1. Amendments to Guarantee Agreement.**

Effective as of the date hereof but subject to the satisfaction of the conditions precedent in Section 2 hereof the Guarantee Agreement is hereby amended as follows:

(a) The cover page to the Guarantee Agreement is hereby amended by deleting "SOUTHWEST AGENCY" in the sixth line thereof and replacing it with the following: "NEW YORK BRANCH".

(b) The introductory paragraph is hereby amended by deleting "SOUTHWEST AGENCY" in the third line thereof and replacing it with the following: "NEW YORK BRANCH."

(c) All references to the Existing Credit Agreement are hereby deemed to be references to the Credit Agreement.

(d) Section 1.1(b) is hereby amended by inserting, after the definition of "Copyright Licenses" the following definition of "Financial Assets":

"Financial Assets": all 'financial assets' as such term is defined in Section 8-102(a)(9) of the Uniform Commercial Code in effect in the State of New York on October 27, 1999.

(e) Section 1.1(b) is hereby amended by inserting, after the definition of "Intercompany Note" the following definition of "Investment Property":

"Investment Property': all 'investment property' as such term is defined in Section 9-115(1)(f) of the Uniform Commercial Code in effect in the State of New York on October 27, 1999.

(f) The definition of "Proceeds" in Section 1.1(b) is hereby amended by deleting the words "the date hereof" in the second line and replacing them with the following: October 27, 1999.

(g) Section 2.1(b) is hereby amended by deleting it in its entirety and replacing it with the following:

"(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum amount payable by each Guarantor hereunder and under the Loan Documents shall equal the aggregate amount of the Guarantor Obligations unless a court adjudicates any of the Guarantor's obligations to be invalid or unenforceable for any reason (including, without limitation, because of any applicable state or Federal law relating to fraudulent conveyances or transfers) in which event the maximum liability of such Guarantor shall equal the maximum amount that could be guaranteed by such Guarantor (after giving effect to the right of contribution established in Section 2.2) without rendering the Guarantor Obligations of such Guarantor invalid or unenforceable under applicable law."

(h) Section 2.1(d) is hereby amended by deleting the word "subsection" in the seventh and the eight lines thereof and replacing it with the following: "Section".

(i) Section 2.1(e) is hereby amended by deleting the word "subsection" in the twelfth and the thirteenth lines thereof and replacing it with the following: "Section".

(j) Section 2.5 is hereby amended by deleting the word "or" following "the Lender," in the eighteenth line thereof.

(k) Section 2.7 is hereby amended by deleting "2001 Ross Avenue, Suite #4800, Dallas, Texas, 75201" in the third line thereof and replacing it with the following: "1221 Avenue of the Americas, New York, New York 10020".

(l) Section 3 is hereby amended by relettering clauses (j) and (k) as clauses (l) and (m) and inserting new clauses (j) and (k) as follows:

"(j) all Investment Property;

(k) all Financial Assets;"

(m) Section 8.1 is hereby amended by deleting the word "subsection" in the second line thereof and replacing it with the following: "Section".

(n) Section 8.2 is hereby amended by deleting the word "subsection" in the second line thereof and replacing it with the following: "Section".

(o) Section 8.4(c) is hereby amended by deleting the word "subsection" in the fifth line thereof and replacing it with the following: "Section".

(p) Section 8.15 is hereby amended by deleting the word "subsection" in the second line thereof and replacing it with the following: "Section".

(q) The first sentence of the introductory paragraph to the Acknowledgment and Consent to the Guarantee Agreement is hereby deleted and replaced with the following:

"The undersigned hereby acknowledges receipt of a copy of the Guarantee and Collateral Agreement dated as of April 28, 1997 and the amendments thereto (as amended, supplemented or otherwise modified from time to time, the "Agreement"), made by the Grantors parties thereto for the benefit of Societe Generale, a French banking corporation acting through its New York Branch."

(r) Annex 1 to the Guarantee Agreement is hereby amended (i) by deleting "SOUTHWEST AGENCY" in the third line of the introductory paragraph thereof and replacing it with the following: "NEW YORK BRANCH"; and (ii) by deleting the first recital thereof and replacing it with the following:

"**WHEREAS**, Consolidated Vision Group, Inc. (the "Borrower"), the Lenders and the Administrative Agent have entered into an Amended and Restated Credit Agreement, dated as of October 27, 1999 (as amended,

supplemented or otherwise modified from time to time, the "Credit Agreement");".

(s) Schedules 1, 2, 3, 4, 5 and 6 are hereby deleted in their entirety and replaced with new Schedules 1, 2, 3, 4, 5, and 6, respectively, attached hereto.

**SECTION 2. Effectiveness.** This Amendment shall become effective on the conditions that (a) the Closing Date (as defined in the Credit Agreement) shall have occurred and (b) the Administrative Agent shall have received counterparts of this Amendment, duly executed by each Grantor.

{THE REST OF THIS PAGE IS INTENTIONALLY BLANK}

**SECTION 3. Representations and Warranties of the Grantors.** The Grantors represent and warrant as follows:

(a) The execution, delivery and performance by the Grantors of this Amendment and the Guarantee Agreement, as amended hereby, and the consummation of the transactions contemplated hereby and thereby, are within the Grantors' powers, have been duly authorized by all necessary corporate action on the part of the Grantors, and do not and will not (i) contravene any Requirement of Law (as defined in the Credit Agreement), (ii) violate any law, order, writ, judgment, injunction, decree, determination or award of any court or other governmental authority binding on any Grantor or any assets of any Grantor, (iii) conflict with or result in the breach of, or constitute a default under, any contract, loan agreement, indenture, mortgage, deed of trust, lease or other instrument binding on or affecting any Grantor, or any Grantor's assets or (iv) result in or require the creation or imposition of any Lien upon or with respect to any of the assets of any Grantor.

(b) No authorization or approval or other action by, and no notice to or filing with, any governmental or regulatory body or any other third party is required for the due execution, delivery or performance by the Grantors of this Amendment and the Guarantee Agreement, as amended hereby, except for the authorizations, approvals, actions and notices which have been duly obtained, taken, given, or made and are in full force and effect.

(c) This Amendment has been duly executed and delivered by the Grantors. Each Guarantor has consented to the amendment and restatement of the Existing Credit Agreement pursuant to the Credit Agreement. The Guarantee Agreement, as amended hereby, is the legal, valid and binding obligation of the Grantors, enforceable against the Grantors, in accordance with its terms, subject to applicable bankruptcy, insolvency, liquidation, reorganization, moratorium and other laws affecting the rights of creditors generally and to the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or equity).

(d) The aggregate principal amount of "Revolving Credit Loans, "Tranche A-1 Term Loans, "Tranche A-2 Term Loans," and "Tranche B Term Loans," in each case as defined in the Existing Credit Agreement, outstanding just prior to the Closing Date, as defined in the Credit Agreement, after giving effect to the payment required under subsection 6.1(t) of the Credit Agreement, is as follows:

"Revolving Credit Loans"	\$ 5,000,000
"Tranche A-1 Term Loans	\$27,255,882



"Tranche A-2 Term Loans:	\$ 6,813,971
"Tranche B Term Loans"	\$ 4,542,647

and none of the Grantors has any setoff, defense or counterclaim with respect to such Loans or otherwise.

**SECTION 4. Reference to and Effect on the Loan Documents.**

(a) Upon the effectiveness of this Amendment, on and after the date hereof, each reference in the Guarantee Agreement to (i) "this Agreement," "hereunder," "hereof," "herein" and words of like import, and such words or words of like import in each reference in the Loan Documents, shall mean and be a reference to the Guarantee Agreement as modified hereby.

(b) Except as specifically amended and modified hereby, all of the terms and provisions of the Guarantee Agreement and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed in all respects.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as an amendment to or a waiver of any right, power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents, or constitute an amendment to or a waiver of any provision of any of the Loan Documents.

(d) This Amendment shall be deemed to be a Loan Document for all purposes.

**SECTION 5. Execution in Counterparts, Etc.** This Amendment may be executed in counterparts, and by separate parties on separate counterparts each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Telecopied counterparts of the signature pages hereof shall be deemed effective as of the Administrative Agent's receipt thereof.


**SECTION 6. GOVERNING LAW.** THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AMENDMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

**SECTION 7. Expenses.** The Borrower agrees to pay to the Administrative Agent, on demand, all of the reasonable out-of-pocket costs and expenses incurred by the Administrative Agent in connection with the preparation, negotiation, execution and delivery of this Amendment, including, without limitation, the fees and disbursements of counsel to the Administrative Agent.


This Section shall not limit the Borrower's obligations under Sections 6.1(k) and 11.5 of the Credit Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized officers as of the date first above written.

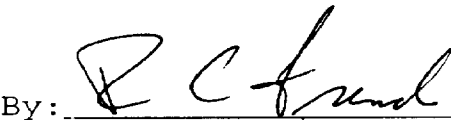
CONSOLIDATED VISION GROUP, INC.

By:   
Name: RAYMOND C. FRENCH  
Title: CHIEF FINANCIAL OFFICER  
AND EXECUTIVE VICE PRESIDENT

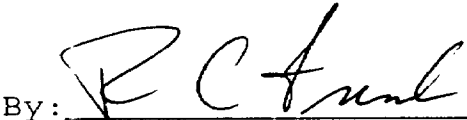
AMERICA'S BEST CONTACTS &  
EYEGLASSES, INC.

By:   
Name: RAYMOND C. FRENCH  
Title: CHIEF FINANCIAL OFFICER  
AND EXECUTIVE VICE PRESIDENT

CVG PRODUCT SERVICES, INC.

By:   
Name: RAYMOND C. FRENCH  
Title: CHIEF FINANCIAL OFFICER  
AND EXECUTIVE VICE PRESIDENT

TSO RETAIL HOLDINGS, INC.

By:   
Name: RAYMOND C. FRENCH  
Title: CHIEF FINANCIAL OFFICER  
AND EXECUTIVE VICE PRESIDENT

**NOTICE ADDRESSES OF GUARANTORS**

1. America's Best Contacts & Eyeglasses, Inc.

7255 Crescent Boulevard  
Pennsauken, New Jersey 08110  
Telephone: (609) 486-4300  
Facsimile: (609) 486-9615  
Attention: President and Chief Financial Officer

2. CVG Product Services, Inc.

7255 Crescent Boulevard  
Pennsauken, New Jersey 08110  
Telephone: (609) 486-4300  
Facsimile: (609) 486-9615  
Attention: President and Chief Financial Officer

3. TSO Retail Holdings, Inc.

7255 Crescent Boulevard  
Pennsauken, New Jersey 08110  
Telephone: (609) 486-4300  
Facsimile: (609) 486-9615  
Attention: President and Chief Financial Officer

**DESCRIPTION OF PLEDGED SECURITIES****Pledged Stock:**

<u>Company</u>	<u>Class of Stock</u>	<u>Stock Certificate Number</u>	<u>Number of Shares</u>
America's Best Contacts & Eyeglasses, Inc.	Common	2	100
CVG Product Services, Inc.	Common	2	100
TSO, Inc. (previously known as TSO Franchise Acquisition Corp.)	Common	2	100
TSO Retail Holdings, Inc. (formerly known as TSO RH Acquisition Corp.)	Common	2	100

**Pledged Notes:**

<u>Maker</u>	<u>Payee</u>	<u>Principal Amount</u>
Vision Partners, L.L.C.	America's Best Contacts & Eyeglasses, Inc.	\$30,000.00 (contingent note)

**Uniform Commercial Code Filings**

Filings necessary in the following offices:

(a) Alabama

Secretary of State, Montgomery, AL 36103

(b) Arizona

Secretary of State, Phoenix, AZ 85007

Maricopa County Clerk, Phoenix, AZ 85003

Pima County Clerk, Tucson, AZ 85701

(c) Colorado

Secretary of State, Denver, CO 80202

(d) District of Columbia

District of Columbia Recorder of Deeds, Washington, D.C. 20001

(e) Georgia

Bibb County Clerk, Macon, GA

Jones County Clerk, Gray, GA 31032

Cobb County Clerk, Marietta, GA 30061

Gwinnet County Clerk, Lawrenceville, GA 30246

Clayton County Clerk, Jonesboro, GA 30236

De Kalb County Clerk, Decatur, GA 30030

Whitfield County Clerk, Dalton, GA 30722

Richmond County Clerk, Augusta, GA 30903

Chatham County Clerk, Savannah, GA 31412

(f) Idaho

Secretary of State, Boise, ID 83720

(g) Illinois

Secretary of State, Springfield, IL 62756

Cook County Clerk, Chicago, IL 60602

DuPage County Clerk, Wheaton, IL 60187

Lake County Clerk, Waukegan, IL 60085

Rock Island County, Rockland, IL 61201

St. Clair County Clerk, Belleville, IL 62220

(h) Iowa

Secretary of State, Des Moines, IA 503 19

(i) Louisiana

Jefferson Parish Clerk, Gretna, LA 70054

St. Tamany Parish Clerk, Covington, LA 70434

East Baton Rouge Parish Clerk, Baton Rouge, LA 70821

Caddo Parish Clerk, Shreveport, LA 71101  
Lafayette Parish Clerk, Lafayette, LA 70502

(j) Maryland  
Department of Assessment and Taxation, Baltimore, MD 21201

(k) Michigan  
Secretary of State, Lansing, MI 48909  
Eaton County Clerk Register of Deeds, Charlotte, MI 48813  
Ingham County Clerk Register of Deeds, Mason, MI 48854  
Macomb County Clerk, Mount Clemons, MI 48043  
Oakland County Clerk Register of Deeds, Pontiac, MI 48341

(l) Minnesota  
Secretary of State, St. Paul, MN 55155

(m) Missouri  
Secretary of State, Jefferson City, MO 65102  
Jackson County Clerk, MO, Kansas City, MO 64106  
Clay County Clerk, MO, Liberty, MO 64068  
Greene County Clerk, Springfield MO 65802  
Newton County Clerk, Neosho, MO 64850  
Jasper County Clerk, Carthage, MO 64836  
St. Louis County Clerk, Clayton, MO 63105  
St. Louis City Clerk, St. Louis, MO 63103

(n) Nebraska  
Secretary of State, Lincoln, NE 68509

(o) New Jersey  
Secretary of State, Trenton, NJ 06825  
Camden County Clerk, Camden, NJ 08102  
Essex County Clerk, Caldwell, NJ  
Gloucester County Clerk, Woodbury, NJ 08096  
Ocean County Clerk, Tom's River, NJ 08754

(p) New York  
Secretary of State, Albany, NY 12231  
Erie County Clerk, Buffalo, NY 14202  
Albany County Clerk, Albany, NY 12207  
Monroe County Clerk, Rochester, NY 14614  
Onondaga County, Syracuse, NY 13202

(q) Oregon  
Secretary of State, Salem, OR 97310

(r) Pennsylvania  
Secretary of the Commonwealth, Harrisburg, PA 17105

Philadelphia County Prothonotary, Philadelphia, PA 19107  
Montgomery County Prothonotary, Norristown, PA 19404  
Delaware County Prothonotary, Media, PA 19603  
Allegheny County Prothonotary, Pittsburgh, PA 15219

(s) South Carolina

Secretary of State, Columbia, SC 29211  
Charleston County Clerk, North Charleston, SC 29418  
Greenville County Clerk, Greenville, SC 29601  
York County Clerk, York, SC 29745

(t) Texas

Secretary of State, Austin, TX 78701  
Bexar County Clerk, San Antonio, TX 78205  
Bowie County Clerk, Texarkana, TX 75570  
Dallas County Clerk, Dallas, TX 75702  
Harris County, Houston, TX 77210  
Jefferson County Clerk, Beaumont, TX 77704

(u) Utah

Division of Corporations and Commercial Code, Salt Lake City, UT 84114

(v) Washington

Department of Licensing, Olympia, WA 98507

All of the above filings (except for the Texas retail store locations) are for America's Best Contacts & Eyeglasses, Inc. In addition, filings with respect to Consolidated Vision Group, Inc., CVG Product Services, Inc., TSO, Inc. and TSO Retail Holdings, Inc. need to be made in the Secretary of State office, Trenton, New Jersey (listed above) and Camden County (listed above). Filings with respect to CVG Product Services, Inc. and TSO Retail Holdings, Inc. need to be made in the Secretary of State office, Austin, Texas (listed above) and Beaumont County (listed above). Filings with respect to TSO Retail Holdings also have to be made in the other Texas locations listed above.

Patent and Trademark Filings

The First Amendment to the Guarantee and Collateral Agreement must be filed in the United States Patent & Trademark Office.



Actions with Respect to Pledged Stock

As all Pledged Stock is certificated, the Agent must take possession, or otherwise take "control" (as such term is defined in Section 8-106 of the New York Uniform Commercial Code) of the Pledged Stock.

Other Actions

None.

**LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF EXECUTIVE  
OFFICE OR SOLE PLACE OF BUSINESS**

<u>Grantor</u>	<u>Location</u>
Consolidated Vision Group, Inc.	Pennsauken, New Jersey
America's Best Contacts & Eyeglasses, Inc.	Pennsauken, New Jersey
CVG Product Services, Inc.	Pennsauken, New Jersey
TSO Retail Holdings, Inc.	Pennsauken, New Jersey

All Grantors are Delaware corporations.

**LOCATION OF INVENTORY AND EQUIPMENT**

<u>Grantor</u>	<u>Locations</u>
Borrower	7255 Crescent Boulevard, Pennsauken, New Jersey
CVG Product Services, Inc.	7255 Crescent Boulevard, Pennsauken, New Jersey 4925 W. Cardinal Drive, Beaumont, Texas
America's Best Contacts & Eyeglasses, Inc.	717 North 98 <sup>th</sup> Street, Omaha, Nebraska 400 N. 48 <sup>th</sup> Street, Lincoln, Nebraska 6600 France Avenue, Edina, Minnesota 2100 North Snelling Avenue, Roseville, Minnesota 680 Highway 10 NE (Space #17 – Northcourt Commons Shopping Ctr), Blaine, MN 13921 Aldrich Avenue South, Burnsville, Minnesota 4142 Division Street, St. Cloud, Minnesota 13900A East 40 Highway, Independence, Missouri 8950 Hillcrest Road, Suite R20A, Kansas City, Missouri 19 N.W. Barry Road, Kansas City, Missouri 2810 Sheridan Drive, Tonawanda, New York South 3840 McKinley Parkway, Blasdell, New York 1545 Central Avenue, Colonie, New York 4351 16 <sup>th</sup> Street, Moline, Illinois 2135 Rosewell Road, Marietta, Georgia 2300 Pleasant Hill Road, Duluth, Georgia 1395 Southlake Park, Morrow, Georgia 2050 Lawrenceville Highway Suite D-50, Decatur, Georgia Eastwood Festival Center, Suites #1014 and #1016, 7001 Crestwood Boulevard, Birmingham, Alabama Wildwood Centre, 231 Lakeshore Parkway, Homewood, Alabama Pinebrook Shopping Center, 3954 Airport Boulevard, Mobile, Alabama 6635 Governor Ritchie Highway, Glen Burnie, Maryland Valley Centre—Suite 240, 9616 Reistertown, Owings Mills, Maryland Street of Shops, 1600 W. Ridge Road, Rochester, New York Battlefield Plaza, 319-Q. East Battlefield, Springfield, Missouri Esplanade Mall, 1401 N. Esplanade Avenue, Kenner, Louisiana Village of North Shore, 129/131 Northshore Drive, Slidell, Louisiana Oak Ridge Plaza, 1981-C Baratara Boulevard, Marrero, Louisiana Dalton Shopping Center, 1341 W. Walnut Avenue, Dalton, Georgia Richmond Plaza, 3435 Wrightsboro Road, Augusta, Georgia 205 Place, 9710-D S.E. Washington Street, Portland, Oregon Greenburg Corners, 9225 S.W. Hall Boulevard, Tigard, Oregon North Charleston Shopping Center, 5900 D-6 River Avenue, North Charleston, South Carolina Gallery Shopping Center, 617 Haywood Road, Greenville, South Carolina Savannah Centre, 7400 Abercom Street, Suites 807-809, Savannah, Georgia Harbison Court Shopping Center, 280-T Harbison Road, Columbia, South Carolina Rockville Galleria, Suite 101, 2301 Dave Lyle Boulevard, Rock Hill, South

## Carolina

Siegen Village Shopping Center, 7024 Siegen Lane, Baton Rouge, Louisiana

1011 Valley River Way, Eugene, Oregon

Portico Shopping Center, 7829 Youree Drive, Shreveport, LA

Mission Commona Shopping Center, 7653 W. 88<sup>th</sup> Avenue, Arvada, Colorado

Abilene Street Market IV, 14010 East Mississippi Avenue, Aurora, Colorado

5066 South Wadsworth Boulevard, Unit 120, Littleton, Colorado

Westland Town Center, 10705 W. Colfax Avenue, Lakewood, Colorado

Belcaro Plaza, 74 South Colorado Boulevard, Denver, Colorado

Mervyn's Plaza Joint Venture, 3333 184<sup>th</sup> Street SW, Lynwood, Washington

Parkway Plaza, 17334 Southcenter Parkway, Tukwila, Washington

1901 South 72<sup>nd</sup> Avenue, Suite AO 15, 16, 17, Tacoma, Washington

Burning Tree Plaza, 5115 Burning Tree Road #308, Duluth, Minnesota

Stadium Place Shopping Center, 3030 South Memorial Parkway, Huntsville, Alabama

Northpointe Plaza, 9652 N. Newport Highway, Spokane, Washington

Ambassador Road Shopping Center, 3505 Ambassador Caffery Parkway,

Lafayette, Louisiana

Hills Plaza Shopping Center, 3401 Erie Boulevard East, Dewitt, New York

Crossroads-Citadel Shopping Center, 1075 North Academy Boulevard, Colorado Springs, Colorado

Suites H. I & J, Concorde Plaza, 2639 E. 32<sup>nd</sup> Street, Joplin, Missouri

Governor's Square, Suite 200, 2700 University Avenue, West Des Moines, Iowa

12 East Jackson Boulevard, Chicago, Illinois

Green Oak Shopping Center, 9531-9533 S. Cicero Avenue, Chicago, Illinois

2934 Finley Road, Downers Grove, Illinois

62 Oak Creek Plaza, Mundelein, Illinois

Woodfield Plaza, 520 E. Golf Road, Schaumburg, Illinois

Evergreen Plaza, Suite L7A, 19747 West 12 Mile Road, Southfield, Michigan

5321 Telegraph Road, Dearborn Heights, Michigan

Sterling Center, 44561 Schoenherr Road, Sterling Heights, Michigan

Essco Plaza, 7549 10 Mile Road, Centerline, Michigan

1315 Walnut Street, Philadelphia, Pennsylvania

Northeast Shopping Center, 9171 Roosevelt Boulevard, Philadelphia, Pennsylvania

Mellon Bank Building, 600 DeKalb Pike, King of Prussia, Pennsylvania

Old Sproul Shopping Center, 1140-42 Baltimore Pike, Springfield, Pennsylvania

Metro Marketplace, 9001 North 29<sup>th</sup> Avenue, Suite E1/2, Phoenix, Arizona

Suites 2 and 3, Fiesta Professional Plaza, 1303 S. Longmore, Mesa, Arizona

Suites 106 and 108, 4041 East Thomas Road, Phoenix, Arizona

Desert Sky Festival, 7333 West Thomas Road, Suite 18, Phoenix, Arizona

817 Liberty Avenue, Suite 311, Pittsburgh, Pennsylvania

Parkvale Savings Building, 4220 William Penn Highway #204, Monroeville, Pennsylvania

Mt. Lebanon Shopping Center, 300 Mount Lebanon Boulevard, Suite 2212, Castle Shannon, Pennsylvania

Northway Shopping Mall, 2328 Northway Mall, Pittsburgh, Pennsylvania

Cypress valley Shopping Center, 10899 St. Charles Rock Road, St. Ann, Missouri

8 Market Place Shopping Center, Fairview Heights, Illinois

GrantorLocations

Watson Plaza, 9809 Watson Road, Crestwood, Missouri  
1673 Clarkson Road, Chesterfield, Missouri  
Crossings at Halls Ferry, 10950 New Halls Ferry Road, St. Louis, Missouri  
26 West 7200 South, Midvale, Utah  
Newgate Mall, 3753 Wall Avenue, Ogden, Utah  
1353 South Street, Orem, Utah  
Woods Cross Shopping Center, 750 South, 512 West, Woods Cross, Utah  
1000- Sixteenth Street, N.W., Washington, D.C.  
Woodmont Office Center, 1401 Rockville Pike, Suite 100, Rockville, Maryland  
Franklin Towne Plaza IV, 8641 W. Franklin Road, Boise, Idaho  
7255 Crescent Boulevard, Pennsauken, New Jersey  
Plaza Office Center, 5581 Route 42, Turnersville, New Jersey  
1011 Valley River Way, Eugene, Oregon  
Battlefield Plaza, 319Q East Battlefield, Springfield, Missouri  
Bel Air Plaza, 513 Baltimore Pike, Bel Air, Maryland

TSO Retail Holdings, Inc. 7255 Crescent Boulevard, Pennsauken, New Jersey  
104 West Main Street, Grand Prairie, Texas  
3207 W. Camp Wisdom Road, Dallas, Texas  
6818 Antoine Drive, Houston, Texas  
107-A Pasadena Town Square, Pasadena, Texas

**COPYRIGHTS AND COPYRIGHT LICENSES**

1. The Intellectual Property rights listed in the attachment to Schedule 6, to the extent that they constitute unregistered copyrights or copyright licenses.

**PATENTS AND PATENT LICENSES**

None.

**TRADEMARKS AND TRADEMARK LICENSES**

1. See attachment to Schedule 2 for a list of trademarks registered in the name of, and trademark applications which have been filed by, America's Best Contacts & Eyeglasses, Inc.
2. America's Best Contacts & Eyeglasses, Inc. has entered into a Trade and Service Mark License Agreement with CVG Product Services, Inc.

**OTHER**

1. See the attachment to Schedule 6 for a list of other Intellectual Property which is owned by the Borrower or the Guarantors.

## Attachment to Schedule 6

Patents and registered Copyrights: None

Registered Trademarks: See attached.

Tradenames:

"America's Best Contacts & Eyeglasses"	"Eyeglass Program"
"America's Contacts & Eyeglasses" (MO only)	"Eyeglass Savings Club"
"America's Best Eyeglass Savings Club"	"Express Service"
"America's Eyeglass Savings Club" (MO only)	"Best Value Lens Package-
"ABC&E"	"KidsGear Eyeglasses"
"AC&E" (MO only)	"1-800-Two-Pair"
"America's Best Eyeglass Factory Outlet"	"Contact Lens Savings Club"
"America's Best Eyewear Outlet"	"Contact Lens Program"
"America's Best Care and Services Program"	"America's Best"
"America's Care and Services Program" (MO only)	"Flag E"
"Lowest Price Guaranteed"	"VeriClear Lenses"
"Premium Value Lens Package"	"VeriLite Lenses"
"Plastic Protection Plan"	

Other Proprietary Information (unregistered): includes but is not limited to Customer Records, videos and manuals (such as training manuals; the contact lens orientation videos; the "how to answer phones" video; the "how to conduct an orientation" video; and the "how to sell replacement lenses" video), advertising materials, signage, promotional materials, logos, store forms and trade dress. The foregoing list includes all of America's Best Contacts & Eyeglasses, Inc.'s videos.

Both the independent optometrists and the customers have rights in and to Customer Records pursuant to various laws. In many states, state law requires that the Customer have access to (which may include the right to obtain a copy of) his/her records. In addition, certain states require that Customer Records be the property of the independent optometrist. The various agreements between ABC&E and the independent optometrists provide that the independent optometrist owns the records; however subject to the requirement to transfer the records to another optometrist upon termination of the ABC&E agreement or (specifically under the Louisiana agreement) payment of copying costs.

Bausch & Lomb contract grants ABC&E the right to use its brand names for contact lenses and kits in advertisement and promotional materials.

Missouri state law prohibits an entity from using the word "Best" in its name. Accordingly, after proceedings with the state when ABC&E entered this jurisdiction, ABC&E does business under the name "America's Contacts & Eyeglasses" in Missouri.

## Schedule of Trademarks

1. An application for trademark registration is pending in the U.S. Patent and Trademark Office ("PTO") is pending with respect to 1-800 TWO PAIR, serial number 75/851,901. The application was filed on November 3, 1998 and was published in the Official Gazette on September 21, 1999.
2. Trademark registrations have issued for each of the following trademarks. Declarations of Use are due at various dates for certain of these trademarks. These trademarks are registered in the name of CVG Product Services, Inc.
  - a. 2,172,274 - AMERICA'S BEST CONTACTS & EYEGLASSES and Design
  - b. 2,172,275 - AMERICA'S CONTACTS & EYEGLASSES and Design
  - c. 2,207,931 - EXPRESS SERVICE
  - d. 2,145,797 - E and Design
  - e. 2,168,910 - AMERICA'S BEST EYEWEAR OUTLET and Design
  - f. 2,229,856 - BEST VALUE LENS PACKAGE and Design
  - g. 2,172,276 - KIDS GEAR EYEGLASSES and Design
  - h. 1,544,247 - CQ-4
  - i. 1,866,241 - SOFMED
  - j. 2,258,389 - VERI CLEAR LENS and Design

## SOFTWARE

Proprietary Software owned by the Guarantors:

1. Eyeglass Order Software (used at retail stores)
2. Contact Lens Order Software (used at retail stores)
3. Eyeglass Dispensing Software (used at retail stores)
4. Contact Lens Dispensing Software (used at retail stores)
5. Express Optical Lab Software (used at express optical lab)
6. Express Optical Contact Lens Software (used at express optical lab)
7. Payroll Download Software (used at corporate facility)
8. Corporate Information System Software (used at corporate facility)
9. Enhanced Eyeglass Dispensing Reports Software (used at corporate facility)
10. Enhanced Contacts Dispensing Reports Software (used at corporate facility)
11. Optician Incentive System Software (used at retail stores and corporate facility)
12. Daily Sales Report Software (used at retail stores and corporate facility)
13. (New) Express Optical Contact Lens Software (used at express optical lab)

Software not owned but used by the Guarantors:  
commercially available office and accounting software.