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To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):
ClearVision Laser Centers, Inc.

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

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

3. Nature of conveyance:

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

February 14, 2000

Execution Date:

2. Name and address of receiving party(ies)

Name: FINOVA Capital Corporation

Internal Address:

Street Address : 215 Union Blvd.

City: Lakewood State: CO Zip: 80228

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation State Delaware

Other

If assignee is not domiciled in the United States, a 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 trademark

A. Trademark Application No.(s)
-NONE-

B. Trademark Registration
74-695,733 2,044,897 74-728203

Additional numbers attached? No

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

Name:

RETURN TO:
Federal Research Corporation
400 Seventh St., N.W., Suite 101
Washington, DC 20004

Street Address:

City: Stat ZIP

6. Total number of applications and registrations

3

7. Total fee (37 CFR \$ 90.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number:

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

05/03/2000 TALLAME 0000051 74075733

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
50.00 OP

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 of the original document.

Rebecca L. Foley
Name of Person

Rebecca L. Foley
Signature

4/24/00
Date

12

Total number of pages including cover sheet, attachments, and

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

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of February 14, 2000 by and between Clear Vision Laser Centers, Inc., a Nevada corporation ("Grantor"), and FINOVA Capital Corporation, a Delaware corporation ("Secured Party").

WITNESSETH:

WHEREAS, Grantor and Secured Party have entered into a Loan and Security Agreement of even date herewith (such agreement, together with the Schedule to Loan and Security Agreement attached thereto, in each case as the same may be amended, modified, supplemented or restated from time to time hereinafter is referred to as the "Loan Agreement"), providing for the making of loans, advances and other financial accommodations (all such loans, advances and other financial accommodations being hereinafter referred to collectively as the "Loans") to or for the benefit of Grantor; and

WHEREAS, Secured Party has required Grantor to execute and deliver this Agreement in order to secure the prompt and complete payment, observance and performance of all of the Obligations;

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Grantor agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the prompt and complete and timely payment, observance, performance and satisfaction of the Obligations, Grantor hereby grants to

Secured Party a security interest in, as and by any of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (e) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a) through (e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

5. Restrictions on Future Agreements. Grantor will not, without Secured Party's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect materially and adversely affect the validity or enforcement of the rights transferred to Secured Party under this Agreement or the rights associated with the Trademarks or Licenses.

6. New Trademarks and Licenses. Grantor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule A (as from time to time amended by Secured Party in accordance with clause (i) of the last sentence of this paragraph 6 and/or taken together with any written notice delivered to Secured Party by Grantor in accordance with the terms hereof) include all of the trademarks, registered trademarks, trademark applications, service

marks, registered service marks and service mark applications now owned or held by Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Grantor to any Person other than Secured Party. If prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, then the provisions of paragraph 4 above shall automatically apply thereto. Grantor shall give to Secured Party written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Grantor hereby authorizes Secured Party to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. Royalties. Grantor hereby agrees that the use by Secured Party of the Trademarks and Licenses as authorized hereunder in connection with Secured Party's exercise of its rights and remedies under paragraph 15 or pursuant to the Loan Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Secured Party to Grantor.

8. Right to Inspect; Further Assignments and Security Interests. Secured Party may at all reasonable times and upon reasonable notice (and at any time without notice while any Event of Default exists) have access to examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, Secured Party shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. While any Event of Default exists, Grantor agrees that Secured Party, or a conservator appointed by Secured Party, shall have the right to establish such reasonable additional product quality controls as Secured Party or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of

Secured Party, and (ii) not to change the quality of such products in any material adverse respect from the quality as of the date hereof without Secured Party's prior and express written consent.

9. Nature and Continuation of Secured Party's Security Interest; Termination of Secured Party's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Loan Agreement and all commitments to lend thereunder have been terminated. When this Agreement has terminated, the Secured Party shall promptly execute and deliver to Grantor, upon request by Grantor and at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate Secured Party's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Secured Party pursuant to this Agreement or the Loan Agreement.

10. Duties of Grantor. Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks. Grantor further agrees (i) not to abandon any Trademark or License without the prior written consent of the Agent, and (ii) to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Secured Party shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, Secured Party shall be under no obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but Secured Party may do so at its option during the existence of any Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Obligations secured hereby.

11. The Secured Party's Right to Sue. During the existence of any Event of Default, Secured Party shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Secured Party shall commence any such suit, Grantor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement. Grantor shall, upon demand, promptly reimburse Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals).

12. Waivers. Secured Party's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of Secured Party thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and Secured Party have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the

exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by Secured Party unless such suspension or waiver is in writing signed by an officer of Secured Party and directed to Grantor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. Grantor hereby irrevocably designates, constitutes and appoints Secured Party (and all Persons designated by Secured Party in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes Secured Party and any of Secured Party's designees, in Grantor's or Secured Party's name, during the existence of any Event of Default, to take any action and execute any instrument that Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, during the existence of any Event of Default, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as Secured party deems in its own best interest. Grantor hereby ratifies all that such attorney shall lawfully do, or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash and the Loan Agreement and all commitments to lend thereunder shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

16. Further Rights and Remedies. The Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. During the existence of any Event of Default and after the election by Secured Party to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial

Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Secured Party or any transferee of Secured Party and to execute and deliver to Secured Party or any such transferee all such agreements, documents and instruments as may be necessary, in Secured Party's sole discretion, to effect such assignment, conveyance and transfer. All of Secured Party's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Loan Agreement, by any other agreement or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that during the existence of any Event of Default, Secured Party may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement and any of the other Loan Documents. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that Secured Party may give any shorter notice that is commercially reasonable under the circumstances.

17. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Secured Party and its nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without Secured Party's prior written consent.

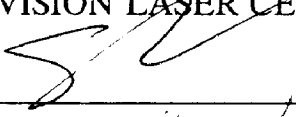
18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CLEARVISION LASER CENTERS, INC.

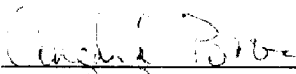
By: 
Its: vice chair/secretary

ATTEST:

By: Marty Anderson
Its: President

Accepted and agreed to as of the day and year first above written.

FINOVA CAPITAL CORPORATION

By: 
Its: Vice President

Schedule A
to
Trademark Security Agreement

Dated as of February 14, 2000

Trademarks

None, except:

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration/Serial No.</u>
Lazer Vue	June 29, 1995	74-695,733
Kiss of Light	June 29, 1995	2,044,897
ClearVision (still pending)	Sept. 9, 1995	74-728203

Trademark and Service Mark Applications

None.

Schedule B
to
Trademark Security Agreement

Dated as of February 14, 2000

License Agreement

None.

STATE OF Nevada)
)
COUNTY OF Jefferson) SS

The foregoing Trademark Security Agreement was acknowledged before me this 14th day of February, 2000, by Timothy Frostman, Vice Chairman of ClearVision Laser Centers, Inc., a Nevada corporation, on behalf of such corporation.

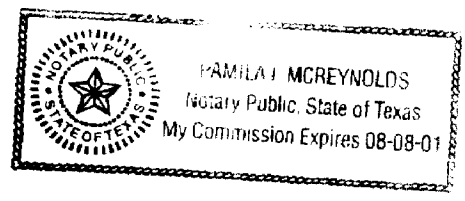
Cyelia C. Beardsfield
Notary Public

My commission expires: 5/19/2002

STATE OF Texas)
)
COUNTY OF Dallas) SS

The foregoing Trademark Security Agreement was acknowledged before me this 26 day of February, 2000, by Angela Braun, a Vice President of FINOVA Capital Corporation, on behalf of such corporation.

Pamela McReynolds
Notary Public
08-08-01
My commission expires:



Doc # CH02 (36404-00392) 1072250v1.2/2/2000. Time: 15:41