


01-29-2001

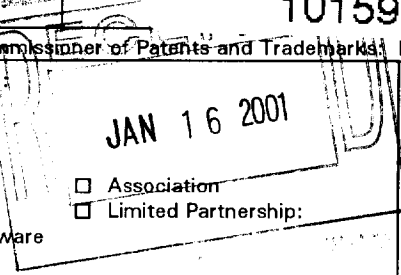
1-16-01

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

101596922

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

<p>1. Name of conveying party(ies): Vision World, Inc.</p> <p><input type="checkbox"/> Individuals <input type="checkbox"/> General Partnership - <input checked="" type="checkbox"/> Corporation - State: Delaware <input type="checkbox"/> Other:</p> <p><input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Bankers Trust Company</p> <p>Internal Address: _____</p> <p>Street Address: 130 Liberty Street</p> <p>City: New York State: New York ZIP: 10006</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation- _____ <input checked="" type="checkbox"/> Other - Collateral Agent</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Security Interest <input type="checkbox"/> Other - _____</p> <p><input type="checkbox"/> Merger <input type="checkbox"/> Change of Name</p> <p>Execution Date: January 2, 2001</p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p>75/278,568 75/486,695</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Trademark Registration No.(s)\</p>



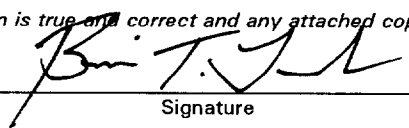
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Brian Jaenicke, Legal Assistant</p> <p>Internal Address: White & Case LLP</p> <p>Street Address: 1155 Avenue of the Americas</p> <p>City: New York State: NY ZIP: 10036</p>	<p>6. Total number of applications and registration involved: 2</p> <p>7. Total fee (37 CFR 3.41): \$ 65.00</p> <p><input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account, in case of deficiency</p> <p>8. Deposit account number: 23-1705 (in case of deficiency)</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
---	--

01/29/2001 AAHMED1 00000231 75278568
 01 FD:481 40.00 UP
 02 CC:482 25.00 UP

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.

Brian T. Jaenicke
 Name of Person Signing


 Signature

1/16/01
 Date

Total number of pages comprising cover sheet: **1**

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

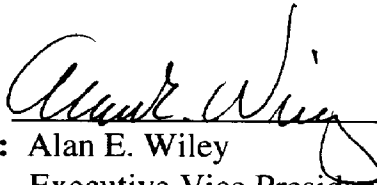
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Vision World, Inc., a Delaware corporation (the "Assignor") with principal offices at 2277 West Highway 36, Roseville, Minnesota 55113, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents and pending patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of April 23, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.

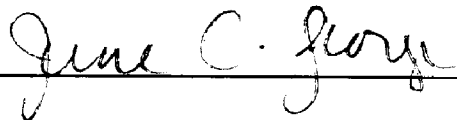
This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 2nd day of ~~December~~, ^{January, 2001.} 2000.

VISION WORLD, INC., Assignor

By: 
Name: Alan E. Wiley
Title: Executive Vice President

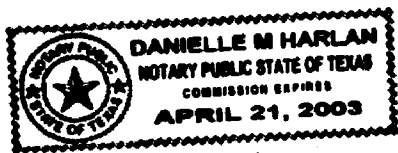
BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By: 
Name:
Title:

JUNE C. GEORGE
DIRECTOR

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

On this 8th day of December, 2000, before me personally came Alan E. Wiley, who, being by me duly sworn, did state as follows: that he is the Executive Vice President of Vision World, Inc., that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

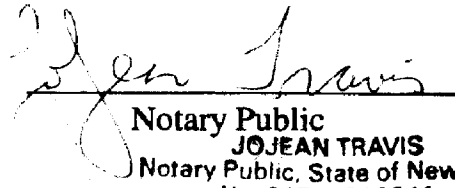


Danielle M. Harlan
Notary Public

STATE OF NEW YORK §
§
COUNTY OF NEW YORK §

On this 20 day of JAN., ²⁰⁰¹~~2000~~ before me personally came

JUNE GEORGE who, being by me duly sworn, did state as follows: that
[s]he is PRINCIPAL of Bankers Trust Company, that [s]he is authorized to execute the
foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by
authority of the Board of Directors of said corporation.


Notary Public
JOJEAN TRAVIS
Notary Public, State of New York
No. 01TR5013241
Qualified in New York County
Commission Expires July 15, 2001

SCHEDULE A

<u>MARK</u>	<u>REG./SER. NO.</u>	<u>REG./FILING DATE</u>
AMALFI OCHIALLI	Federal - 75/278,568 (Abandoned)	04/21/97
POLYTHIN	Federal - 75/486,695 (Abandoned)	05/18/98
VISION WORLD	Iowa - 11802	07/05/91
VISION WORLD	Iowa - 12214	11/25/91
VISION WORLD	Iowa - 12213	11/25/91
VISION WORLD	Iowa - 12212	11/25/91
VISION WORLD	Iowa - 12211	11/25/91
VISION WORLD & DESIGN	North Dakota - 7107800	07/18/91
VISION WORLD & DESIGN	North Dakota - 7563900	11/26/91
VISION WORLD & DESIGN	South Dakota - no reg. number	11/26/91
VISION WORLD & DESIGN	South Dakota - no reg. number	11/26/91
VISION WORLD & DESIGN	South Dakota - no reg. number	11/26/91
VISION WORLD & DESIGN	South Dakota - no reg. number	11/26/91
VISION WORLD & DESIGN	South Dakota - no reg. number	07/05/91
VISION WORLD	South Dakota - no reg. number	11/26/91
VISION WORLD	Wisconsin - no reg. number	07/10/91
VISION WORLD & DESIGN	Wisconsin - no reg. number	11/27/91

PATENT

PATENT NO.

ISSUE DATE

NONE