

02-08-2001

Form PTO-1594  
1-31-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101608419

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

1. Name of conveying party(ies):  
**Stein Optical, Inc.**

Individuals  Association  
 General Partnership -  Limited Partnership:  
 Corporation - State: Delaware  
 Other:

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

2. Name and address of receiving party(ies):

Name: Bankers Trust Company

Internal Address: \_\_\_\_\_

Street Address: 130 Liberty Street

City: New York State: New York ZIP: 10006

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- \_\_\_\_\_  
 Other - Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Interest  Change of Name  
 Other - \_\_\_\_\_

Execution Date: January 2, 2001

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

A. Trademark Application No.(s)

75/594,882  
75/594,360

Additional numbers attached?  Yes  No

Trademark Registration No.(s)\

1,672,800  
1,779,877

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

4

7. Total fee (37 CFR 3.41): ..... \$ 115.00

Enclosed  
 Authorized to be charged to deposit account, in case of deficiency

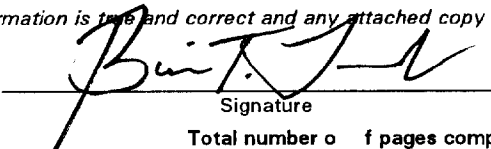
8. Deposit account number:

23-1705 (in case of deficiency)

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

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  1/29/01  
 Name of Person Signing Signature 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.

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02 FC: 482

TRADEMARK  
REEL: 002232 FRAME: 0299

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

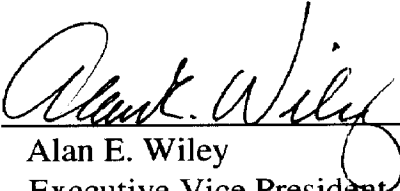
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Stein Optical, Inc., a Delaware corporation (the "Assignor") with principal offices at 1126 South 70<sup>th</sup> Street, West Allis, Wisconsin 53214, hereby assigns and grants to Bankers Trust Company, as 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.

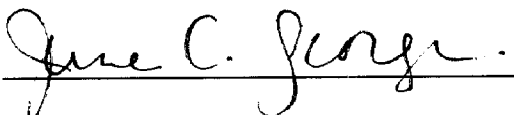
This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set 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 <sup>January, 2001.</sup> ~~December, 2000.~~

STEIN OPTICAL, INC., Assignor

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

BANKERS TRUST COMPANY,  
as Collateral Agent, Assignee

By:   
Name: JUNE C. GEORGE  
Title: DIRECTOR

STATE OF TEXAS           §  
                                      §  
COUNTY OF BEXAR       §

On this 8<sup>th</sup> day of December, 2000, before me personally came Alan E. Wiley, who, being by me duly sworn, did state as follows: that he is Executive Vice President of Stein Optical, 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.



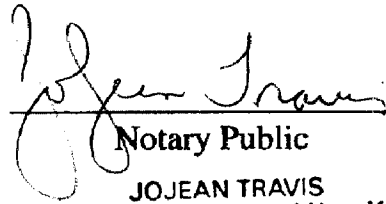
*Danielle M Harlan*  
Notary Public

STATE OF NEW YORK §  
§  
COUNTY OF NEW YORK §

On this 20 day of JAN., <sup>2001</sup>~~2000~~ before me personally came

SUNE 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>
ACCU-LAB	Federal - 1,672,800	01/21/92
PARTNERS IN VISION	Federal - 1,779,877 (Canceled)	06/29/93
EYE Q	Federal - 75/594,882	11/24/98
EYE Q (STYLIZED)	Federal - 75/594,360	11/24/98
EYECARE ONE	Wisconsin - no reg. number	04/26/89
STEIN OPTICAL	Wisconsin - no reg. number	10/24/84
THE EYE GLASS COMPANY	Wisconsin - no reg. number	10/24/84

SCHEDULE B

PATENT

PATENT NO.

ISSUE DATE

NONE