

05-25-2001

Form PTO-1594
1-31-92



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101729547

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

1. Name of conveying party(ies):
Bankers Trust Company **5-17-01**

Individuals Association
 General Partnership - Limited Partnership
 Corporation - State:
 Other - Collateral Agent

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

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

Name: PBH, Inc. **17**

Internal Address: _____

Street Address: 333 E. Howard Avenue

City: Des Plaines State: Illinois ZIP: 60018

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

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 - Release of a Security Interest

Execution Date: April 27, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\
Please see attached Schedule A

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 **14**

7. Total fee (37 CFR 3.41): \$ **365.00**

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
 Name of Person Signing

Brian T. Jaenicke
 Signature

5/16/01
 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.

SCHEDULE A

| <u>MARK</u> | <u>REG. NO.</u> | <u>REG. DATE</u> |
|-------------------------------|------------------------|-------------------------|
| CLEARVIEW | 1,956,402 | 2/13/96 |
| CSI | 1,688,791 | 5/26/92 |
| CSI CLARITY | 1,823,648 | 2/22/94 |
| CUSTOMIZED VISION PROGRAM | 1,896,818 | 5/30/95 |
| FLUROCON | 1,703,033 | 7/28/92 |
| GENTLE TOUCH (DESIGN ONLY) | 1,866,799 | 12/13/94 |
| HYDROCURVE | 1,019,283 | 9/2/75 |
| HYDROCURVE II | 1,107,993 | 12/5/78 |
| HYDROCURVE II | 1,109,239 | 12/19/78 |
| MEMBERLENS | 1,514,099 | 11/22/88 |
| PBH | 1,911,053 | 8/15/95 |
| POLYCON | 1,063,783 | 4/19/77 |
| SIGNATURE | 1,687,044 | 5/12/92 |
| SOFTPERM | 1,671,626 | 1/14/92 |

TRADEMARK RELEASE

This Release granted as of April 27, 2001 by Bankers Trust Company, as Collateral Agent (the "Agent"), with principal offices at One Bankers Trust Plaza, New York, New York 10006, to PBH, Inc., a Delaware corporation ("Assignor"), with principal offices at 333 E. Howard Avenue, Des Plaines, Illinois 60018, as follows:

W I T N E S S E T H:

WHEREAS, the Assignor has heretofore granted to the Agent a security interest in certain U.S. trademark registrations, as more particularly set forth on Schedule A attached hereto (the "Marks"), to secure the Secured Obligations (as defined in the Security Agreement, dated February 19, 1997, between the Agent and the Assignor (the "Security Agreement")); and

WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Marks to the Assignor and to dissolve any and all Liens and encumbrances respecting the Marks shown on the attached Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby releases, discharges, quit claims and relinquishes unto the Assignor any and all right, title and interest in and to the Marks, and more particularly, (i) the security interest in the U.S. trademark registrations as set forth on Schedule A hereto, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iii) the goodwill of the business symbolized by the Marks and (iv) all causes of action arising prior to or after February 19, 1997 for infringement of any of the Marks or unfair competition regarding the same, and granted to the Agent by the Assignor by the Security Agreement, which Assignment

was duly recorded on March 13, 1997 at Trademark Reel 1563, Frame 0402 in the United States

Patent and Trademark Office.

* * *

BANKERS TRUST COMPANY,
as Collateral Agent

By: *Mary Kay Coyle*
Name: *Mary Kay Coyle*
Title: MARY KAY COYLE
Managing Director