

FORM PTO-1594 (Modified)  
(Rev. 9-93)  
OMB No. 0851-0011 (exp. 4/94)  
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TM05/REV03

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

Docket No.:  
**38679/27688**

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

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

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State **Nevada**  
 Other \_\_\_\_\_

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

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

Name: **Laser Vision Centers, Inc.**

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

Street Address: **540 Maryville Centre Drive**

City: **St. Louis** State: **MO** ZIP: **63141**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **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 Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: **August 9, 2001**

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

A. Trademark Application No.(s)  
**74/728203**

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)

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

Name: **Kay R. Sherman**

Internal Address: **Thompson Coburn LLP**

Street Address: **One Firstar Plaza**

City: **St. Louis** State: **MO** ZIP: **63101**

6. Total number of applications and registrations involved:..... **1**

7. Total fee (37 CFR 3.41):.....\$ **\$40.00**

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
**20-0823**

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.*

**Kay R. Sherman** \_\_\_\_\_ *Kay R. Sherman* \_\_\_\_\_ **9/19/01** \_\_\_\_\_  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and documents



**ASSIGNMENT OF TRADEMARKS AND APPLICATIONS**

WHEREAS, ClearVision Laser Centers, Inc., a Nevada corporation ("Assignor"), is the owner of the registered trademarks and application for trademark set forth on Schedule 1 attached hereto and incorporated by reference herein (collectively, the "Trademarks and Applications"); and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement dated as of August 9, 2001, by and between Assignor, Laser Vision Centers, Inc., a Delaware corporation ("Assignee"), and certain wholly-owned subsidiaries of Assignor, Assignor has agreed to assign the Trademarks and Applications to Assignee.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor by these presents hereby sells, assigns and transfers unto said Assignee, its successors, assigns and legal representatives, the entire right, title and interest of Assignor in and to the Trademarks and Applications, together with the goodwill of the business of Assignor relating thereto and with the right to recover for damages and profits and all other remedies for past infringement thereof; the Trademarks and Applications are to be held and enjoyed by said Assignee for its own use, and for its legal representatives and successors and assigns, to the full end of the term for which said Trademarks and Applications are granted or hereafter shall be granted, as fully and entirely as the same would have been held by Assignor had this sale, assignment and transfer not been made.


At any time and from time to time before and after the date hereof, at the request of any party and without further consideration, each party promptly shall execute and deliver such instruments of sale, transfer, conveyance, assignment, assumption and confirmation, and take such other action, including without limitation executing and delivering such further trademark applications, as may be reasonably requested to more effectively carry out the intent of this Assignment of Trademarks and Applications.

\* \* \*

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks and Applications as of this 31<sup>st</sup> day of August, 2001.

ASSIGNOR:

CLEARVISION LASER CENTERS, INC.


By:   
Name: Thomas P. Rogan  
Title: Chief Executive Officer

STATE OF MISSOURI                    )  
                                                  )  
COUNTY OF ST. LOUIS                )

On this 31<sup>st</sup> day of August, 2001, before me personally appeared Thomas P. Rogan, Chief Executive Officer of ClearVision Laser Centers, Inc., to me known to be the person described in and who executed the foregoing instrument on behalf of said corporation, and acknowledged that he executed the same as the free act and deed said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the State and County aforesaid, the day and year above written.

(SEAL)

  
Notary Public

My commission expires:

BARBARA J. CHRISTIAN  
Notary Public, Notary Seal  
STATE OF MISSOURI  
St. Louis County  
My Commission Expires: January 12, 2002

SCHEDULE 1

Pending Federal Trademark Applications of  
ClearVision Laser Centers, Inc.

Trademark	Serial No.	Filing Date	Status
CLEARVISION	74/728,203	9/5/95	PENDING

Registered Federal Trademarks of  
ClearVision Laser Centers, Inc.

Trademark	Registration No.	Renewal Date	Status
LAZERVUE	2,091,849	8/26/07	REGISTERED
KISS OF LIGHT	2,044,897	3/11/07	REGISTERED