

09-20-2001



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Docket No.:
38679/27688

Tab settings

To the Honorable Commissioner of Patents

101851978

attached original documents or copy thereof.

1. Name of conveying party(ies):

ClearVision Laser Centers, Inc.

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

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

3. Nature of conveyance:

9-17-01

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

Execution Date: August 9, 2001

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

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

A. Trademark Application No.(s)

74/728,203

B. Trademark Registration No.(s)

2,091,849
2,044,897

Additional numbers attached? Yes No

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

Name: Mitzi G. Cherry

Internal Address:

Street Address: Thompson Coburn, LLP, One Firststar

Plaza

City: St. Louis State: MO ZIP: 63101

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

3

7. Total fee (37 CFR 3.41):.....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0823

DO NOT USE THIS SPACE

09/19/2001 DBYRME 00000047 74728203

01 FC:481
02 FC:482

40.00 OP
50.00 OP

90E

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.

Mitzi G. Cherry

Name of Person Signing

Mitzi G. Cherry
Signature

9/12/2001

Date

4

Total number of pages including cover sheet, attachments, and document:

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.

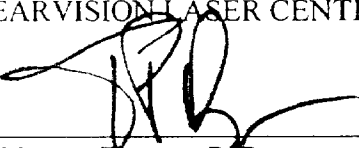
At any time and from time to time before and after the date hereof, at the request of any party and without further consideration, each party promptly shall execute and deliver such instruments of sale, transfer, conveyance, assignment, assumption and confirmation, and take such other action, including 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 31st day of August, 2001.

ASSIGNOR:

CLEARVISION LASER CENTERS, INC.

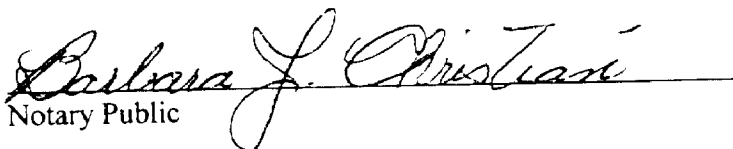
By: 
Name: Thomas P. Rogan
Title: Chief Executive Officer

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 31st 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