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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

# TRADEMARKS ONLY

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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):

Eyemed Vision Care L.L.C.

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

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

3. Nature of conveyance:

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

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: The United States Shoe Corporation

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

Street Address: 44 Harbor Park Dr.

City: Port Washington State: NY Zip: 11050

- 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 number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,390,396  
1,399,791  
2,092,011

Additional number(s) attached  Yes  No

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

Name: Joyce Stone

Internal Address: LensCrafters, Inc.  
Legal Dept.

Street Address: 8650 Governor's Hill Dr.

City: Cincinnati State: OH Zip: 45249

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:

50-0915

(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.

Joyce Stone  
Name of Person Signing

Joyce Stone  
Signature

9/21/01  
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

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TRADEMARK

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**EXHIBIT A**  
**TRADEMARK ASSIGNMENT**

WHEREAS, Eyemed Vision Care, L.L.C., dba Eye Care Plan of America, a Delaware corporation, having an address of 8600 Governor's Hill Drive, Cincinnati, Ohio 45249, (hereinafter referred to as "ASSIGNOR"), has adopted, is using and is the owner of all right, title, and interest in and to the EYE CARE PLAN OF AMERICA® trademarks (hereinafter the "Marks"), including the corresponding United States trademark registration numbers 1,390,396; 1,399,791; and 2,092,011; attached hereto as Schedule 1.

WHEREAS, **THE UNITED STATES SHOE CORPORATION** a Delaware corporation, having an address of 44 Harbor Park Drive, Port Washington, New York 11050 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entirety of ASSIGNOR'S right, title and interest in and to the Marks;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the sum in the Purchase Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR, hereby sells, assigns, transfers and sets over, unto ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR'S entire right, title and interest in, to and under:

1. The Marks, together with the goodwill of ASSIGNOR'S business appertaining thereto and/or symbolized thereby;
2. Any and all other rights, privileges and priorities of ASSIGNOR provided under United States, state or foreign law with respect to the Marks, including without limitation common law rights and rights under the laws of unfair competition ("Related Rights");
3. Any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Marks and Related Rights occurring prior to the date of execution of this Assignment, including the right to receive all proceeds and damages therefrom; and
4. Any and all rights to obtain renewal of registration or other legal protections pertaining to the Marks and Related Rights.

ASSIGNOR shall, without further consideration, comply with any reasonable request by ASSIGNEE, at ASSIGNEE's expense, to execute promptly any additional documents and take promptly any further action reasonably necessary to protect, secure and vest good, valid and marketable title to the Marks and Related Rights in ASSIGNEE and to record this Assignment with all appropriate authorities (including any documents necessary to record this Assignment in countries foreign to the United States).



Schedule 1

Intellectual Property

Date	Registration Number	Status	Mark
April 15, 1986	1,390,396	Registered	Eye Care Plan of America
July 1, 1986	1,399,791	Registered	ECPA & Design
August 26, 1997	2,092,011	Registered	ECPA & Design