



03.06.02

Express Mail No.: EL 501 742 816 US

FORM PTO-1594
1-31-92

03-22-2002

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



To the Honorable Commissioner of Patents

102027875

held original documents or copy thereof.

1. Name of conveying party(ies):
CVG Product Services, Inc. **3-4-02**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- Delaware
 Other _____
Additional name(s) of conveying party(ies) attached?
Yes No

2. Name and address of receiving party(ies):
Name: Société Générale, as Administrative Agent
Internal Address: _____
Street Address: 1221 Avenue of the Americas
City New York State NY ZIP 10020

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation 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 2nd Amendment to Guarantee and Collateral Agreement

Execution Date: December 21, 2001

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

A. Trademark Application No.(s) See attached

B. Trademark registration No.(s) See attached

Additional numbers attached? Yes No

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

PENNIE & EDMONDS LLP
1155 Avenue of the Americas
New York, NY 10036

Attn.: Jennifer Hamilton

File No.: 10148-002-999

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41):.....\$ 215.00
Please charge to the deposit account listed in Section 8.

8. Deposit account number:
16-1150

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.

Jennifer Hamilton [Signature] March 4, 2002
Name of Person Signing Reg. No. Signature Date

03/21/2002 DBYRME 00000186 161150 76320969 Total number of pages comprising cover sheet: _____

01 FC:481 40.00 CH
02 FC:482 175.00 CH

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

TRADEMARK
REEL: 002466 FRAME: 0648

NY2 - 1276985.1

CONTINUATION OF ITEM 1:

Additional Conveying Parties:

America's Best Contacts & Eyeglasses, Inc. (a Delaware corporation)

Consolidated Vision Group, Inc. (a Delaware corporation)

Tso Retail Holdings, Inc. (f/k/a/ Tso RH Acquisition Corp.) (A Delaware corporation)

CONTINUATION OF ITEM 4B:

Trademark Application Nos.

76/320,969

76/210,352

76/195,387

76/183,700

76/175,865

76/210,244

Trademark Registration Nos.

1,834,446

2,028,785

76 320 969



EXPRESS MAIL NO.: EL 501 742 524 US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Sir:

DESIGNATION OF DOMESTIC REPRESENTATIVE

Jonathan E. Moskin, Esq., of PENNIE & EDMONDS LLP, located at 1155 Avenue of the Americas, New York, New York 10036, is hereby designed domestic representative upon whom all notices and processes in proceedings affecting the maintenance and/or registration issuing hereon may be served.

Date: January 10, 2002

Respectfully Submitted,

Société Générale

By: 

Name: Cynthia A. Jay

Title: Managing Director

NY2 - 1273509.1

SECOND AMENDMENT TO GUARANTEE AND COLLATERAL AGREEMENT

THIS SECOND AMENDMENT TO GUARANTEE AND COLLATERAL AGREEMENT (this "Amendment"), dated as of December 31, 2001, made among CONSOLIDATED VISION GROUP, INC., AMERICA'S BEST CONTACTS & EYEGASSES, INC., CVG PRODUCT SERVICES, INC. and TSO RETAIL HOLDINGS, INC. (f/k/a TSO RH ACQUISITION CORP.) (collectively, the "Grantors") and SOCIETE GENERALE, NEW YORK BRANCH, a French banking corporation acting through its New York Branch, as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of October 27, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Consolidated Vision Group, Inc. (the "Borrower"), the Lenders and the Administrative Agent.

WITNESSETH:

WHEREAS, the Borrower has requested that the Administrative Agent and the Lenders enter into the Waiver and Second Amendment to Credit Agreement dated as of the date hereof (the "Second Amendment to Credit Agreement"); and

WHEREAS, it is a condition precedent to the effectiveness of the Second Amendment to Credit Agreement that the Grantors shall have executed and delivered this Amendment to the Guarantee and Collateral Agreement dated as of April 28, 1997 (as amended, the "Guarantee Agreement") among the Grantors and the Administrative Agent;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Second Amendment to Credit Agreement, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, as follows:

SECTION 1. Amendments to Guarantee Agreement. Effective as of the date hereof the Guarantee Agreement is hereby amended as follows:

(a) Section 1.1(a) is amended by (i) replacing "the date hereof" with "December 31, 2001, (ii) inserting after "Chattel Paper," "Commercial Tort Claims," (iii) replacing "Instruments and" with "Instruments," and (iv) inserting before the period at the end thereof "Letter of Credit Rights, Money and Supporting Obligations."

(b) The definition of General Intangibles in Section 1.1(b) is amended by (i) replacing "Section 9-106" with "Section 9-102(a)(42)," (ii) replacing "the date hereof" with "December 31, 2001," (iii) replacing "and" at the end of clause (ii) with "," and (iv) inserting after "thereunder," in clause (iii) the following:

“(iv) all ‘payment intangibles,’ as defined in Section 9-102(a)(61) of the Uniform Commercial Code in effect in the State of New York on December 31, 2001 and (v) all interest rate or currency protection or hedging arrangements, all tax refunds, all licenses, permits, concessions and authorizations (in each case, regardless of whether characterized as general intangibles under the Uniform Commercial Code in effect in the State of New York on December 31, 2001).”

(c) The definition of Intellectual Property in Section 1.1(b) is amended by (i) replacing “Trademarks and” with “Trademarks,” (ii) inserting after “Trademark Licenses,” “the Trade Secrets and the Trade Secret Licenses,” and (iii) inserting before the period at the end thereof “, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suits”.

(d) The definition of Investment Property in Section 1.1(b) is amended by (i) replacing “Section 9-115(l)(f)” with “Section 9-102(a)(49)” and (ii) replacing “October 27, 1999” with the following:

“December 31, 2001 and the following (regardless of whether classified as investment property under the Uniform Commercial Code in effect in the State of New York on December 31, 2001): deposit accounts, as such term is defined in Section 9-102(a)(29) of the Uniform Commercial Code in effect in the State of New York on December 31, 2001, and certificates of deposit.”

(e) The definition of Pledged Stock in Section 1.1(b) is amended by (i) inserting after “stock certificates” “partnership, limited liability company, membership or trust interests,” and (ii) deleting the proviso thereto.

(f) The definition of Proceeds in Section 1.1(b) is amended by (i) replacing “Section 9-306(i)” with “Section 9-102(a)(64)” and (ii) replacing “the date hereof” with “December 31, 2001.”

(g) The definition of Receivable in Section 1.1(b) is amended by (i) inserting after “payment” “, whether” and (ii) inserting after “rendered” “or otherwise,”.

(h) Section 1.1(b) is amended by inserting after the definition of Trademark License, the following definitions:

“Trade Secret Licenses’: any and all agreements providing for the granting of any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder) including, without limitation, any of the foregoing referred to in Schedule 6.

“Trade Secrets’: all trade secrets and all other confidential or proprietary information and know-how now or hereafter owned

or used in, or contemplated at any time for use in, the business of such Grantor, whether or not any such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, the right to sue for past, present or future infringement of any Trade Secret.”

(i) Section 3 is amended and restated as follows:

“SECTION 3. GRANT OF SECURITY INTEREST

“Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in all of the following property now owned or existing or at any time hereafter arising or acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest and wherever located (collectively, the “Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

“(a) all Accounts;

“(b) all Chattel Paper (including all ‘electronic chattel paper’ as such term is defined in Section 9-102(a)(31) of the Uniform Commercial Code in effect in the State of New York on December 31, 2001);

“(c) all Documents;

“(d) all Equipment;

“(e) all General Intangibles;

“(f) all Instruments;

“(g) all Intellectual Property;

“(h) all Inventory;

“(i) all Pledged Securities;

“(j) all Investment Property;

“(k) all Financial Assets;

“(l) all Letter of Credit Rights;

“(m) all Money;

“(n) all Commercial Tort Claims, including the Commercial Tort Claims described on Schedule 4.9;

“(o) all books and records pertaining to the Collateral; and

“(p) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security, guarantees or other Supporting Obligations given by any Person with respect to any of the foregoing;

“provided that cash held in the Asset Purchase Agreement Cash Collateral Account shall not constitute Collateral hereunder.”

(j) Section 4.3 is amended by (i) replacing “the date hereof” with “December 31, 2001,” (ii) inserting after “organization” “, type of organization and organizational number (if any)” and (iii) adding to the end thereof the following:

“Such Grantor’s full legal name is as indicated on Schedule 4. Such Grantor has not within the last five (5) years become bound (whether as a result of merger or otherwise) as a debtor under a security agreement entered into by another Person, which has not heretofore been terminated.”

(k) Section 4.4 is amended by replacing “the date hereof” with “December 31, 2001”.

(l) Sections 4.8(a), (b), (c) and (e) are amended by replacing “the date hereof” with “December 31, 2001”.

(m) Section 4.9 is added as follows:

“4.9 Commercial Tort Claims. Except as set forth in Schedule 4.9, no Grantor holds any Commercial Tort Claims as of December 31, 2001.”

(n) Clause (ii) of Section 5.6 is amended by inserting after “change” “its type of organization, organizational identification number or jurisdiction of organization or”.

(o) Section 5.9(a) is amended by inserting after “Receivable” each time it appears “or Supporting Obligation”.

(p) Section 5.11 is added as follows:

“5.11 Commercial Tort Claims. If any Grantor shall at any time hold or acquire a Commercial Tort Claim, such Grantor shall promptly notify the Administrative Agent in writing of the details thereof and grant to the Administrative Agent a security interest

therein and in the Proceeds thereof in form and substance satisfactory to the Administrative Agent.”

(q) Section 6.9 is added as follows:

“6.9 Deposit Accounts. Except following the occurrence and during the continuance of an Event of Default, the Administrative Agent shall not issue instructions to any bank which is party to a control agreement directing the disposition of funds in any deposit account covered by such agreement.”

(r) Section 7.3 is amended and restated as follows:

“7.3 Filing Records. Each Grantor hereby authorizes the Administrative Agent to file a record or records, including, without limitation, financing statements, initial financing statements in lieu of continuation statements, or continuation statements, and amendments thereto, in all jurisdictions and with all filing offices as the Administrative Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to the Administrative Agent herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Administrative Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Administrative Agent herein, including, without limitation, describing such property as ‘all assets’ or ‘all personal property.’ Each Grantor shall furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail.”

(s) Schedules 1, 2, 3, 4, 5 and 6 are hereby deleted in their entirety and replaced with new Schedules 1, 2, 3, 4, 5, and 6, respectively, attached hereto. Schedule 4.9 is added in the form of Schedule 4.9 hereto.

SECTION 2. Representations and Warranties of the Grantors. The Grantors represent and warrant as follows:

(a) The execution, delivery and performance by the Grantors of this Amendment and the Guarantee Agreement, as amended hereby, and the consummation of the transactions contemplated hereby and thereby, are within the Grantors’ powers, have been duly authorized by all necessary corporate action on the part of the Grantors, and do not and will not (i) contravene any Requirement of Law, (ii) violate any law, order, writ, judgment, injunction, decree, determination or award of any court or other governmental authority binding on any Grantor or any assets of any Grantor, (iii) conflict with or result in the breach of, or constitute a

default under, any contract, loan agreement, indenture, mortgage, deed of trust, lease or other instrument binding on or affecting any Grantor, or any Grantor's assets or (iv) result in or require the creation or imposition of any Lien upon or with respect to any of the assets of any Grantor.

(b) No authorization or approval or other action by, and no notice to or filing with, any governmental or regulatory body or any other third party is required for the due execution, delivery or performance by the Grantors of this Amendment and the Guarantee Agreement, as amended hereby, except for the authorizations, approvals, actions and notices which have been duly obtained, taken, given, or made and are in full force and effect.

(c) This Amendment has been duly executed and delivered by the Grantors. Each Grantor has consented to the amendment of the Credit Agreement pursuant to the Second Amendment to Credit Agreement. The Guarantee Agreement, as amended hereby, is the legal, valid and binding obligation of the Grantors, enforceable against the Grantors, in accordance with its terms, subject to applicable bankruptcy, insolvency, liquidation, reorganization, moratorium and other laws affecting the rights of creditors generally and to the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or equity).

(d) After giving effect to the amendments set forth herein, each of the representations and warranties set forth in Section 4 of the Guarantee Agreement are true and correct as of the date hereof.

(e) As of December 30, 2001, the aggregate outstanding principal balance of the Revolving Credit Loans is \$6,000,000.00, the aggregate outstanding principal balance of the Tranche A-1 Term Loans is \$23,250,000.00, the aggregate outstanding principal balance of the Tranche A-2 Term Loans is \$5,812,498.00, the aggregate outstanding principal balance of the Tranche B Term Loan is \$3,875,002.00 and there are no outstanding L/C Obligations. Interest and fees have accrued thereon as provided in the Credit Agreement.

SECTION 3. Reference to and Effect on the Loan Documents.

(a) Upon the effectiveness of this Amendment, on and after the date hereof, each reference in the Guarantee Agreement to (i) "this Agreement," "hereunder," "hereof," "herein" and words of like import, and such words or words of like import in each reference in the Loan Documents, shall mean and be a reference to the Guarantee Agreement as modified hereby.

(b) Except as specifically amended and modified hereby, all of the terms and provisions of the Guarantee Agreement and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed in all respects.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as an amendment to or a waiver of any right, power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents, or constitute an amendment to or a waiver of any provision of any of the Loan Documents.

(d) This Amendment shall be deemed to be a Loan Document for all purposes.

SECTION 4. Execution in Counterparts, Etc. This Amendment may be executed in counterparts, and by separate parties on separate counterparts each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Telecopied counterparts of the signature pages hereof shall be deemed effective as of the Administrative Agent's receipt thereof.

SECTION 5. GOVERNING LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AMENDMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized officers as of the date first above written.

CONSOLIDATED VISION GROUP, INC.

By: RC French
Name: Raymond C. French
Title: Executive Vice President &
Chief Financial Officer

AMERICA'S BEST CONTACTS &
EYEGASSES, INC.

By: RC French
Name: Raymond C. French
Title: Executive Vice President &
Chief Financial Officer

CVG PRODUCT SERVICES, INC.

By: RC French
Name: Raymond C. French
Title: Executive Vice President &
Chief Financial Officer

TSO RETAIL HOLDINGS, INC.

By: RC French
Name: Raymond C. French
Title: Executive Vice President &
Chief Financial Officer

[SIGNATURE PAGE TO SECOND AMENDMENT TO GUARANTEE
AND COLLATERAL AGREEMENT]

SOCIETE GENERALE, NEW YORK BRANCH,
as Administrative Agent

By: 

Name:

Title:

Cynthia A. Jay
Managing Director

[SIGNATURE PAGE TO SECOND AMENDMENT TO GUARANTEE
AND COLLATERAL AGREEMENT]

NOTICE ADDRESSES OF GUARANTORS

1. America's Best Contacts & Eyeglasses, Inc.

7255 Crescent Boulevard
Pennsauken, New Jersey 08110
Telephone: (856) 486-4300
Facsimile: (856) 486-9615
Attention: President and Chief Financial Officer

2. CVG Product Services, Inc.

7255 Crescent Boulevard
Pennsauken, New Jersey 08110
Telephone: (856) 486-4300
Facsimile: (856) 486-9615
Attention: President and Chief Financial Officer

3. TSO Retail Holdings, Inc.

7255 Crescent Boulevard
Pennsauken, New Jersey 08110
Telephone: (856) 486-4300
Facsimile: (856) 486-9615
Attention: President and Chief Financial Officer

DESCRIPTION OF PLEDGED SECURITIES

Pledged Stock:

<u>Company</u>	<u>Class of Stock</u>	<u>Stock Certificate Number</u>	<u>Number of Shares</u>
America's Best Contacts & Eyeglasses, Inc.	Common	2	100
CVG Product Services, Inc.	Common	2	100
TSO Retail Holdings, Inc. (formerly known as TSO RH Acquisition Corp.)	Common	2	100

Pledged Notes:

<u>Maker</u>	<u>Payee</u>	<u>Principal Amount</u>
Vision Partners, L.L.C.	America's Best Contacts & Eyeglasses, Inc.	\$30,000.00 (contingent note)
Monty Banks O.D., Inc.	CVG TS Holdings, Inc.*	\$114,230.00
Robert M. Barton, Jr., O.D.	CVG TS Holdings, Inc.*	\$138,506.00
Southern Vision Center, P.C.	CVG TS Holdings, Inc.*	\$180,558.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$25,000.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$25,000.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$114,147.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$100,260.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$220,224.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$113,270.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$23,286.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$41,408.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$21,259.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$34,840.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$49,616.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$72,368.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$100,038.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$141,768.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$38,622.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$11,070.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$70,700.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$120,675.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$166,897.00

VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$188,718.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$86,739.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$185,269.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$97,746.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$33,892.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$200,022.00
VCG Acquisition, Inc.	CVG TS Holdings, Inc.*	\$60,787.00

*CVG TS Holdings, Inc. is the predecessor by merger to TSO Retail Holdings, Inc.

Uniform Commercial Code Filings

Filings necessary in the office of the Delaware Secretary of State against each of Consolidated Vision Group, Inc., America's Best Contacts & Eyeglasses, Inc., CVG Product Services, Inc. and TSO Retail Holdings, Inc.

Patent and Trademark Filings

The Second Amendment to the Guarantee and Collateral Agreement must be filed in the United States Patent & Trademark Office.

Actions with Respect to Pledged Stock

As all Pledged Stock is certificated, the Agent must take possession, or otherwise take "control" (as such term is defined in Section 8-106 of the New York Uniform Commercial Code) of the Pledged Stock.

Actions with Respect to Pledged Notes

Agent may perfect its security interest in Pledged Notes by a Uniform Commercial Code filing in the jurisdiction specified above (Section 9-312 of the New York Uniform Commercial Code) or by taking possession of such Pledged Notes (Section 9-313 of the New York Uniform Commercial Code).

Actions with Respect to Deposit Accounts

Agent may perfect its security interest in deposit accounts by taking control of the deposit account as set forth in Section 9-104 of the New York Uniform Commercial Code.

Other Actions

None.

Schedule 4

**LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF
EXECUTIVE OFFICE OR SOLE PLACE OF BUSINESS**

<u>Grantor</u>	<u>Location</u>	<u>Organizational ID#</u>
Consolidated Vision Group, Inc.	Pennsauken, New Jersey	2715941
America's Best Contacts & Eyeglasses, Inc.	Pennsauken, New Jersey	2728004
CVG Product Services, Inc.	Pennsauken, New Jersey	2728009
TSO Retail Holdings, Inc.	Pennsauken, New Jersey	2736089

All Grantors are Delaware corporations.

Commercial Tort Claims

1. Pending lease-related dispute: America's Best Contacts & Eyeglasses, Inc. v. HUB Building Limited Partnership and Brijus Property Company, Case No. 00 CH 15379, Circuit Court of Cook County, County Department, Chancery Division

LOCATION OF INVENTORY AND EQUIPMENT

<u>Company</u>	<u>Locations</u>
Borrower	7255 Crescent Boulevard, Pennsauken, New Jersey
CVG Product Services, Inc.	7255 Crescent Boulevard, Pennsauken, New Jersey 4925 W. Cardinal Drive, Beaumont, Texas
America's Best Contacts & Eyeglasses, Inc.	717 North 98 th Street, Omaha, Nebraska 400 N. 48 th Street, Lincoln, Nebraska 6500 Penn Avenue South, Richfield, Minnesota 2100 North Snelling Avenue, Roseville, Minnesota 680 Hwy 10 NE (Space #17 – Northcourt Commons Shopping Ctr), Blaine, MN 13921 Aldrich Avenue South, Burnsville, Minnesota 4142 Division Street, St. Cloud, Minnesota 13900A East 40 Highway, Independence, Missouri 8950 Hillcrest Road, Suite R20A, Kansas City, Missouri 19 N.W. Barry Road, Kansas City, Missouri 4027 Mill Street, Kansas City, MO 2810 Sheridan Drive, Tonawanda, New York South 3840 McKinley Parkway, Blasdell New York 1545 Central Avenue, Colonie, New York 4351 16 th Street, Moline, Illinois 2200 Roswell Road, Marietta, Georgia 2300 Pleasant Hill Road, Duluth, Georgia 1395 Southlake Park, Morrow, Georgia 2050 Lawrenceville Highway, Suite D-50, Decatur, Georgia 6297 Roswell Road, Atlanta, Georgia 7001 Crestwood Boulevard Suites, #1014 and #1016, Birmingham, Alabama Wildwood Centre, 231 Lakeshore Parkway, Homewood, Alabama Pinebrook Shopping Center, 3954 Airport Boulevard, Mobile, Alabama 6635 Governor Ritchie Highway, Glen Burnie, Maryland Valley Centre—Suite 240, 9616 Reistertown, Owings Mills, Maryland 513 Baltimore Pike, Bel Air, Maryland 909 Taylor Avenue, Towson, Maryland 7005 Security Boulevard, Baltimore, Maryland Street of Shops, 1600 W. Ridge Road, Rochester, New York Battlefield Plaza, 319-Q. East Battlefield, Springfield, Missouri Esplanade Mall, 1401 N. Esplanade Avenue, Kenner, Louisiana Village of North Shore, 129/131 Northshore Drive, Slidell, Louisiana Oak Ridge Plaza, 1981-C Baratavia Boulevard, Marrero, Louisiana 5171 Citrus Boulevard #2040, Harahan, Louisiana Dalton Shopping Center, 1341 W. Walnut Avenue, Dalton, Georgia Richmond Plaza, 3435 Wrightsboro Road, Augusta, Georgia 205 Place, 9710-D S.E. Washington Street, Portland, Oregon Greenburg Corners, 9225 S.W. Hall Boulevard, Tigard, Oregon North Charleston Shopping Center, 5900 D-6 River Avenue, North Charleston, South Carolina

CompanyLocations

Gallery Shopping Center, 617 Haywood Road, Greenville, South Carolina
Savannah Centre, 7400 Abercom Street, Suites 807-809, Savannah, Georgia
Harbison Court Shopping Center, 280-T Harbison Road, Columbia, South Carolina
Rockville Galleria, Suite 101, 2301 Dave Lyle Boulevard, Rock Hill, South Carolina
Siegen Village Shopping Center, 7024 Siegen Lane, Baton Rouge, Louisiana
1011 Valley River Way, Eugene, Oregon
Mission Commona Shopping Center, 7653 W. 88th Avenue, Arvada, Colorado
Abilene Street Market IV, 14010 East Mississippi Avenue, Aurora, Colorado
5066 South Wadsworth Boulevard, Unit 120, Littleton, Colorado
Westland Town Center, 10705 S. Colfax Avenue, Lakewood, Colorado
Belcaro Plaza, 747 South Colorado Boulevard, Denver, Colorado
Mervyn's Plaza Joint Venture, 3333 184th Street SW, Lynwood, Washington
Parkway Plaza, 17334 Southcenter Parkway, Tukwila, Washington
1901 South 72nd Avenue, Suite AO 15, 16, 17, Tacoma, Washington
Burning Tree Plaza, 5115 Burning Tree Road #308, Duluth, Minnesota
Stadium Place Shopping Ctr, 3030 South Memorial Parkway, Huntsville, Alabama
Northpointe Plaza, 9652 N. Newport Highway, Spokane, Washington
Ambassador Road Shopping Center, 3505 Ambassador Caffery Parkway, Lafayette, Louisiana
Hills Plaza Shopping Center, 3401 Erie Boulevard East, Dewitt, New York
Crossroads-Citadel Shopping Center, 1075 North Academy Boulevard, Colorado Springs, Colorado
Suites H, I & J, Concorde Plaza, 2639 E. 32nd Street, Joplin, Missouri
Governor's Square, Suite 200, 2700 University Avenue, West Des Moines, Iowa
75 West North Avenue, Northlake, Illinois
12 East Jackson Boulevard, Chicago, Illinois
Green Oak Shopping Center, 9531-9533 S. Cicero Avenue, Chicago, Illinois
2934 Finley Road, Downers Grove, Illinois
62 Oak Creek Plaza, Mundelein, Illinois
Woodfield Plaza, 520 E. Golf Road, Schaumburg, Illinois
9643 & 9641 Milwaukee, Niles, Illinois
2663-2661 N. Elston Avenue, Chicago, Illinois
72 E. Rand Road, Arlington Heights, Illinois
7305 W. Irving Pike Road, Chicago, Illinois
Evergreen Plaza, Suite L7A, 19747 West 12 Mile Road, Southfield, Michigan
5321 Telegraph Road, Dearborn Heights, Michigan
Sterling Center, 44561 Schoenherr Road, Sterling Heights, Michigan
Essco Plaza, 7549 10 Mile Road, Centerline, Michigan
310 North Telegraph Road, Pontiac, Michigan
3601 Washtenaw Avenue, Ann Arbor, Michigan
1315 Walnut Street, Philadelphia, Pennsylvania
Northeast Shopping Center, 9171 Roosevelt Boulevard, Philadelphia, Pennsylvania
140 Allendale Road, King of Prussia, Pennsylvania
Old Sproul Shopping Center, 1140-42 Baltimore Pike, Springfield, Pennsylvania
110 Lincoln Highway, #12, Fairless Hills, Pennsylvania

CompanyLocations

2385 Cheltenham Avenue, Suite 312, Philadelphia, Pennsylvania
Metro Marketplace, 9001 North 29th Avenue, Suite E1/2, Phoenix, Arizona
Suites 2 and 3, Fiesta Professional Plaza, 1303 S. Longmore, Mesa, Arizona
Suites 106 and 108, 4041 East Thomas Road, Phoenix, Arizona
Desert Sky Festival, 7333 West Thomas Road, Suite 18, Phoenix, Arizona
13637 North Tatum Boulevard, #22, Phoenix, Arizona
7260 West Bell Road, Suite 3, Glendale, Arizona
817 Liberty Avenue, Suite 311, Pittsburgh, Pennsylvania
3629 William Penn Highway, Monroeville, Pennsylvania
Mt. Lebanon Shopping Center, 300 Mount Lebanon Boulevard, Suite 2212,
Castle Shannon, Pennsylvania
Northway Shopping Mall, 2328 Northway Mall, Pittsburgh, Pennsylvania
10 Old Clairton Road, Pittsburgh, Pennsylvania
Cypress valley Shopping Center, 10899 St. Charles Rock Road, St. Ann,
Missouri
10840 Lincoln Trail, Fairview Heights, Illinois
Watson Plaza, 9809 Watson Road, Crestwood, Missouri
1673 Clarkson Road, Chesterfield, Missouri
Crossings at Halls Ferry, 10950 New Halls Ferry Road, St. Louis, Missouri
4145 Lindell Boulevard, St. Louis, Missouri
26 West 7200 South, Midvale, Utah
Newgate Mall, 3753 Wall Avenue, Ogden, Utah
1353 South State Street, Orem, Utah
Woods Cross Shopping Center, 750 South, 512 West, Woods Cross, Utah
1000- Sixteenth Street, N.W., Washington, D.C.
Woodmont Office Center, 1401 Rockville Pike, Suite 100, Rockville, Maryland
3188 Donnell Drive, Forestville, Maryland
Franklin Towne Plaza IV, 8641 W. Franklin Road, Boise, Idaho

7255 Crescent Boulevard, Pennsauken, New Jersey
4925 W. Cardinal Drive, Beaumont, Texas

TSO Retail Holdings, Inc.

COPYRIGHTS AND COPYRIGHT LICENSES

1. The Intellectual Property rights listed in the attachment to Schedule 6, to the extent that they constitute unregistered copyrights or copyright licenses.
2. See attachment to Schedule 6 for a schedule of copyright registrations.

PATENTS AND PATENT LICENSES

None.

TRADEMARK AND TRADEMARK LICENSES

1. See attachment to Schedule 6 for a list of trademarks registered in the name of, and trademark applications which have been filed by, America's Best Contacts & Eyeglasses, Inc.
2. America's Best Contacts & Eyeglasses, Inc. has entered into a Trade and Service Mark License Agreement with CVG Product Services, Inc.

OTHER

1. See attachment to Schedule 6 for a list of other Intellectual Property which is owned by the Borrower or the Guarantors.

Attachment to Schedule 6

Registered Trademarks: See attached.

Tradenames:

“America's Best Contacts & Eyeglasses”	“Eyeglass Program”
“America’s Contacts & Eyeglasses” (MO only)	“Eyeglass Savings Club”
“America's Best Eyeglass Savings Club”	“Express Service”
“America's Eyeglass Savings Club”	“Best Value Lens Package”
“ABC&E”	“KidsGear Eyeglasses”
“AC&E” (MO only)	“1-800-Two-Pair”
“America's Best Eyeglass Factory Outlet”	“Contact Lens Savings Club”
“America's Best Eyewear Outlet”	“Contact Lens Program”
“America's Best Care and Services Program”	“America's Best”
“America's Care and Services Program” (MO only)	“Flag E”
“Lowest Price Guaranteed”	“VeriClear Lenses”
“Premium Value Lens Package”	“VeriLite Lenses”
“Plastic Protection Plan”	“Spada”
“At our store or delivered to your door”	“Outpost”
“CQ4”	“CQ5”
“Sofmeds”	“Omni Optical Lab”

Other Proprietary Information (unregistered): includes, but is not limited to Customer Records, videos and manuals (such as training manuals; the contact lens orientation videos; the “how to answer phones” video; the “how to conduct an orientation” video; and the “how to sell replacement lenses” video), advertising materials, signage, promotional materials, logos, store forms and trade dress. The foregoing list includes all of America's Best Contacts & Eyeglasses, Inc.’s videos.

Both the independent optometrists and the customers have rights in and to Customer Records pursuant to various laws. In many states, state law requires that the Customer have access to (which may include the right to obtain a copy of) his/her records. In addition, certain states require that Customer Records be the property of the independent optometrist. The various agreements between ABC&E and the independent optometrists provide that the independent optometrist owns the records; however subject to the requirement to transfer the records to another optometrist upon termination of the ABC&E agreement or (specifically under the Louisiana agreement) payment of copying costs.

Alcon contract grants ABC&E the right to use its brand name for contact lens disinfecting solutions in advertisement and promotional materials.

Schedule of Trademarks

1. An application for trademark registration is pending on behalf of America's Best Contacts & Eyeglasses, Inc. in the U.S. Patent and Trademark Office with respect to "Spada," serial number 76/175865. The application was filed on December 5, 2000 and was published in the Official Gazette on December 11, 2001.
2. An application for trademark registration is pending on behalf of America's Best Contacts & Eyeglasses, Inc. in the U.S. Patent and Trademark Office with respect to "Outpost," serial number 76/195387. The application was filed on January 18, 2001 and, on September 9, 2001, was approved for publication in the Official Gazette.
3. An application for trademark registration is pending on behalf of America's Best Contacts & Eyeglasses, Inc. in the U.S. Patent and Trademark Office with respect to "CQ5," serial number 76/183700. The application was filed on December 20, 2000. On October 26, 2001, the U.S. Patent and Trademark Office issued a non-final office action regarding unity of control between the applicant and CVG Product Services, Inc., owner of the mark "CQ4." By letter dated November 14, 2001, America's Best informed the U.S. Patent and Trademark Office that it had transferred its interest in the mark "CQ5" to CVG Product Services, Inc. We are awaiting further response from the U.S. Patent and Trademark Office.
4. An application for trademark registration is pending on behalf of America's Best Contacts & Eyeglasses, Inc. in the U.S. Patent and Trademark Office with respect to "At our store or delivered to your door," serial number 76/210352. The application was filed on February 15, 2001. On November 28, 2001, the U.S. Patent and Trademark Office issued a non-final office action stating that the mark is descriptive. We are in the process of preparing a response.
5. An application for trademark registration is pending on behalf of America's Best Contacts & Eyeglasses, Inc. in the U.S. Patent and Trademark Office with respect to "At our store delivered to your door," serial number 76/320969. The application was filed on October 4, 2001.
6. An application for trademark registration is pending on behalf of CVG Product Services, Inc. in the U.S. Patent and Trademark Office with respect to Omni Optical Lab, serial number 76/210244. The application was filed on February 15, 2001. On June 26, 2001, the U.S. Patent and Trademark Office issued a non-final office action requesting amendment of the recitation of services and disclaimer of unregistrable matter, and requesting submission of a claim of ownership for the mark "Omni Lab, Inc." By letter

dated December 18, 2001, CVG Product Services responded. We are awaiting further response from the U.S. Patent and Trademark Office.

Attachment to Schedule 6 continued.

7. Trademark registrations have issued for each of the following trademarks. Declarations of Use are due at various dates for certain of these trademarks. These trademarks are registered in the name of CVG Product Services, Inc.

- a. 1,544,247 - CQ-4 (Stylized)
- b. ✓ 1,834,446 - OPTIVIEW
- c. 1,866,241 - SOFMED
- d. ✓ 2,028,785 - OMNI LAB, INC.
- e. 2,145,797 - E and Design
- f. 2,168,910 - AMERICA'S BEST EYEWEAR OUTLET
- g. 2,172,274 - AMERICA'S BEST CONTACTS & EYEGLASSES

- h. 2,172,275 - AMERICA'S CONTACTS & EYEGLASSES
- i. 2,172,276 - KIDS GEAR EYEGLASSES and Design
- j. 2,207,931 - EXPRESS SERVICE and Design
- k. 2,229,856 - BEST VALUE LENS PACKAGE
- l. 2,258,389 - VERI CLEAR LENS and Design
- m. 2,299,951 - 1-800 TWO PAIR.

SOFTWARE

Proprietary Software owned by the Guarantors:

- 1. Eyeglass Order Software (previously used at retail stores)
- 2. Contact Lens Order Software (previously used at retail stores)
- 3. Eyeglass Dispensing Software (previously used at retail stores)
- 4. Contact Lens Dispensing Software (previously used at retail stores)
- 5. Express Optical Lab Software (previously used at express optical lab)
- 6. Express Optical Contact Lens Software (previously used at express optical lab)
- 7. Payroll Download Software (used at corporate facility)
- 8. Corporate Information System Software (previously used at corporate facility)
- 9. Enhanced Eyeglass Dispensing Reports Software (previously used at corporate facility)
- 10. Enhanced Contacts Dispensing Reports Software (previously used at corporate facility)
- 11. Optician Incentive System Software (previously used at retail stores and corporate facility)