

11-12-2002



To the Honorable Commissioner of Patents

102278353

with the attached original documents or copy thereof.

1. Name of conveying party(ies):

BANK OF MONTREAL

- Individual(s)
- General Partnership
- Corporations
- * Other Bank, Financial Institution
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: September 4, 2002

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

Name: VISION TWENTY-ONE, INC., as administrative agent

Internal Address: _____

Street Address: 120 West Fayette Street, Suite 700

City: Baltimore State: MD ZIP: 21201

Country: _____

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

* Corporation _____

Other bank, financial institution _____

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 trademark number(s): SEE ANNEX 1

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s) SEE ANNEX 1

B. Trademark No.(s) SEE ANNEX 1

Additional numbers attached * Yes No

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

Name: Robert E. Rude II

Internal Address: Mayer, Brown, Rowe & Maw

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 1

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

* Enclosed (Check No. 2011)

Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Robert E. Rude II
Name of Person Signing

RSR II
Signature

November 5, 2002
Date

Total number of pages comprising cover sheet and document attachments: 6

11/08/2002 6TDM11 00000198 2139269

01 FC:0521

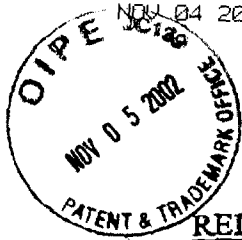
40.00 DP

ANNEX I
Trademarks

The Trademarks are as follows:

- 1)
Mark: "A Different Point of View"
Registration Number: 2,139,269
Registration date: 02/24/98
Owner: Vision Twenty-One

17091546



**RELEASE AND TRANSFER OF SECURITY INTEREST IN INTELLECTUAL
PROPERTY COLLATERAL**

This **RELEASE AND TRANSFER OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this "Agreement"), dated as of September 4, 2002, is made by Vision Twenty-One, Inc., a Florida corporation ("Vision Twenty-One"), and Bank of Montreal, as agent (the "Agent"), pursuant to the amendment and restatement of the Existing Credit Agreement (as defined below) among the Agent, Vision Twenty-One and the banks and other investors and financial institutions party thereto (the "Lenders"). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Existing Credit Agreement.

WHEREAS, Vision Twenty-One, the Lenders and the Agent entered into that certain Amended and Restated Credit Agreement, dated as of November 10, 2000 (the "Existing Credit Agreement"), pursuant to which the Lenders made credit extensions to Vision Twenty-One and Vision Twenty-One granted security interests in the trademarks listed on Annex I hereto (collectively, the "Trademarks");

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of September 4, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among Block Vision Holdings Corporation, a Delaware corporation (the "Borrower"), the Lenders and the Agent, the Lenders and the Agent agreed to restructure certain of the obligations under the Existing Credit Agreement, and accordingly, the Borrower expressly assumed certain of the obligations of Vision Twenty-One under the Existing Credit Agreement as restructured by the Credit Agreement;

WHEREAS, the Borrower and Vision Twenty-One have requested that the Agent release its security interest in the Trademarks in order to allow Vision Twenty-One to transfer all of its interests in the Trademarks to the Borrower in connection with the restructuring of the Existing Credit Agreement;

WHEREAS, the Agent has agreed to release its security interest in the Trademarks on the condition that Vision Twenty-One transfer all of its interests in the Trademarks to the Borrower immediately upon the Agent's release thereof;

NOW THEREFORE, the Agent hereby **RELEASES** all of its security interest in the Trademarks, and upon such release, Vision Twenty-One hereby **TRANSFERS** all of its interests in the Trademarks to the Borrower.

The Agent agrees, at the Borrowers' expense, to cooperate with Vision Twenty-One and its subsidiaries and to provide Vision Twenty-One and its subsidiaries with the information and additional authorization necessary to effect the release of the Agent's security interest in the Trademarks.

Vision Twenty-One agrees, at the Borrowers' expense, to cooperate with the Borrower and its subsidiaries and to provide the Borrower and its subsidiaries with the information and additional authorization necessary to effect the transfer of all of Vision Twenty-One's interests in the Trademarks.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

VISION TWENTY-ONE, INC.

By: 

Name: Stephen N. Dratch, its Attorney-in-fact
Under Limited Power of
Attorney Dated September 3, 2002

BANK OF MONTREAL

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

VISION TWENTY-ONE, INC.

By: _____
Name:
Title:

BANK OF MONTREAL

By: Jack J. Kane
Name: JACK J. KANE
Title: DIRECTOR

17091546