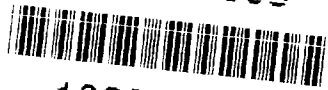




02-25-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

REC T

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

To the Honorable Commissioner of Patents and Trademarks and to the Patent Office, U.S. Department of Commerce, Washington, D.C. 20231. Send all correspondence to this address. Do not send original documents or copy thereof.

1. Name of conveying party(ies): 02.19.03 Lens Express, LLC 100 Galleria Officentre, Suite 419 Southfield, MI 48034 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Michigan Limited Liability Company Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies) Name: 1-800 CONTACTS, INC. Internal Address: Street Address: 66 East Wadsworth Pk. Dr. 3rd. City: Draper State: UT Zip: 84020 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] 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: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,974,005 - DIOGGI Additional number(s) attached [x] Yes [] No

B. Trademark Registration No.(s) 1,974,005 - DIOGGI

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Samantha Blair Internal Address: sbclair@contacts.com Street Address: 66 East Wadsworth Park Drive 3rd Floor City: Draper State: UT Zip: 84020

6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41) \$ 140.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Samantha Blair Name of Person Signing Samantha Blair Signature 2-17-2003 Date Total number of pages including cover sheet, attachments, and document: 10

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

02/24/2003 LUMJELLER 00000189 1974005 01 FC:8521 40.00 DP 02 FC:8522 100.00 DP

TRADEMARK REEL: 002676 FRAME: 0650

Question #4(B) Continued:

1,866,601 - OPTINET

1,811,683 - USA LENS

1,462,371 - LENS EXPRESS

2543,146 - SEE A BETTER WAY

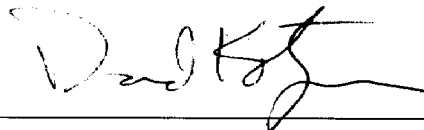
ASSIGNMENT OF TRADEMARK

This Agreement entered into this 14 day of February, 2003, between Lens Express LLC, a Michigan Limited Liability Company, having its principal place of business at 100, Galleria Officentre, Suite 419, Southfield, MI 48034, and 1-800 CONTACTS, INC., a Delaware corporation, having its principal place of business at 66 East Wadsworth Park Drive, 3rd Floor, Draper, Utah 84020, herein referred to as "Assignee."

That Assignor has adopted and is using a mark registered in the United States Patent Office, Registration No. 1,974,005, May 14, 1996, and Assignee is desirous of acquiring such mark and the registration thereof.

That for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee all rights, title and interest in and to said mark, the goodwill of the business symbolized by said mark, along with the registration thereof, the number of which is contained herein.

Date: February 14, 2003



David Katzman
Manager

DIOGGI

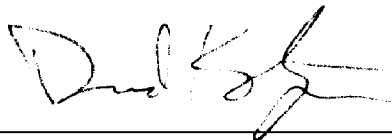
ASSIGNMENT OF TRADEMARK

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That Assignor has adopted and is using a mark registered in the United States Patent Office, Registration No. 1,866,601, December 6, 1994, and Assignee is desirous of acquiring such mark and the registration thereof.

That for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee all rights, title and interest in and to said mark, the goodwill of the business symbolized by said mark, along with the registration thereof, the number of which is contained herein.

Date: February 14, 2003



David Katzman
Manager

OPTINET

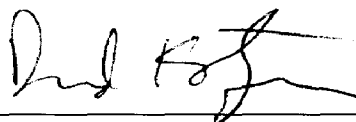
ASSIGNMENT OF TRADEMARK

This Agreement entered into this ____ day of February, 2003, between Lens Express LLC, a Michigan Limited Liability Company, having its principal place of business at 100, Galleria Officentre, Suite 419, Southfield, MI 48034, and 1-800 CONTACTS, INC., a Delaware corporation, having its principal place of business at 66 East Wadsworth Park Drive, 3rd Floor, Draper, Utah 84020, herein referred to as "Assignee."

That Assignor has adopted and is using a mark registered in the United States Patent Office, Registration No. 1,811,683, December 14, 1993, and Assignee is desirous of acquiring such mark and the registration thereof.

That for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee all rights, title and interest in and to said mark, the goodwill of the business symbolized by said mark, along with the registration thereof, the number of which is contained herein.

Date: February 19, 2003



David Katzman
Manager

USA LENS


ASSIGNMENT OF TRADEMARK

This Agreement entered into this ___ day of February, 2003, between Lens Express LLC, a Michigan Limited Liability Company, having its principal place of business at 100, Galleria Officentre, Suite 419, Southfield, MI 48034, and 1-800 CONTACTS, INC., a Delaware corporation, having its principal place of business at 66 East Wadsworth Park Drive, 3rd Floor, Draper, Utah 84020, herein referred to as "Assignee."

That Assignor has adopted and is using a mark registered in the United States Patent Office, Registration No. 1,462,371, October 20, 1987, and Assignee is desirous of acquiring such mark and the registration thereof.

That for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee all rights, title and interest in and to said mark, the goodwill of the business symbolized by said mark, along with the registration thereof, the number of which is contained herein.

Date: February 19, 2003



David Katzman
Manager

LENS EXPRESS

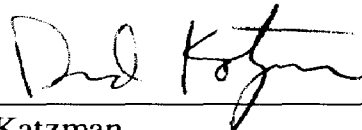
ASSIGNMENT OF TRADEMARK

This Agreement entered into this ___ day of February, 2003, between Lens Express LLC, a Michigan Limited Liability Company, having its principal place of business at 100, Galleria Officentre, Suite 419, Southfield, MI 48034, and 1-800 CONTACTS, INC., a Delaware corporation, having its principal place of business at 66 East Wadsworth Park Drive, 3rd Floor, Draper, Utah 84020, herein referred to as "Assignee."

That Assignor has adopted and is using a mark registered in the United States Patent Office, Registration No. 2,543,146, February 26, 2002, and Assignee is desirous of acquiring such mark and the registration thereof.

That for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee all rights, title and interest in and to said mark, the goodwill of the business symbolized by said mark, along with the registration thereof, the number of which is contained herein.

Date: February 14, 2003



David Katzman
Manager

SEE A BETTER WAY

ASSET PURCHASE AGREEMENT

BY AND AMONG

1-800 CONTACTS, INC.

CAMELOT VENTURES/CJ, L.L.C. d/b/a LENS 1ST

AND

LENS EXPRESS LLC

AND

**THE INDIVIDUALS WHOSE NAMES APPEAR ON THE SIGNATURE PAGES
HERETO**

January 30, 2003

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is entered into as of this 30th day of January, 2003 by and among 1-800 CONTACTS, INC., a Delaware corporation (the "Buyer"), CAMELOT VENTURES/CJ, L.L.C. d/b/a LENS 1st, a Michigan limited liability company ("Lens 1st"), LENS EXPRESS LLC, a Michigan limited liability company ("Lens Express") (Lens 1st and Lens Express are referred to collectively herein as the "Companies"), and the managers of the Companies whose names are on the signature page hereto (the "Managers"). The Companies and the Managers are referred to collectively herein as the "Seller." The Buyer and the Seller are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

This Agreement contemplates a transaction in which the Buyer will purchase certain of the assets and assume certain of the liabilities of the Companies in return for the consideration hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

1. Definitions.

"Accredited Investor" has the meaning set forth in Regulation D promulgated under the Securities Act of 1933.

"Acquired Assets" means all of the Companies' right, title, and interest in and to the assets of the Companies set forth on Exhibit A hereto.

"Active Customers" means unique customer identification numbers for customers who have placed an order for contact lenses or related accessories with either of the Companies or their predecessors during the twenty-four (24) month period immediately preceding December 31, 2002.

"Adverse Consequences" means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses, and fees, including court costs and reasonable attorney's fees and expenses involving or relating to the Acquired Assets.

"Affiliate" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended.

"Assignment and Assumption of Contracts" has the meaning set forth in Section 6(a)(iv) below.

"Assumed Liabilities" means (a) all obligations of the Companies arising from and after the Closing Date under the agreements referred to in the definition of Acquired Assets and not as a result of any pre-Closing breach of either of the Companies under such agreements, and (b)

11. European Community Trademark Registration for LENS EXPRESS and Design, Registration No. 000552117.

12. Trademarks	Trademark No.
DIOGGI	1,974,005
OPTINET	1,866,601
USA LENS	1,811,683
LENS EXPRESS	1,462,371
SEE A BETTER WAY	2,543,146

13. Software

1. Lens1st

a. Client PC Workstations

OS: WindowsXP Pro

APP: Microsoft OfficeXP Pro

APP: Citrix ICA Client 6.3

APP: Symantec AntiVirus Client 8.0

--following installed on certain workstations--

APP: Visio 2002 Pro

APP: Cacti Call Monitoring Client

APP: Lucent BCMS Vu Client

APP: Lucent CMS Client

APP: Avaya Message Manager

--following installed on certain workstations--

APP: Visual Studio .NET

APP: Visual SourceSafe 6.0

APP: Adobe Web Collection

APP: Data Junction Integration Studio 7.5

b. Servers List

CCPDC (172.16.32.21):

OS: WindowsNT 4.0 Server

APP: VNC Server

CCBDC (172.16.32.2):

OS: WindowsNT 4.0 Server

APP: VNC Server

DC2DC (172.18.32.2):

OS: WindowsNT 4.0 Server

APP: WhatsUp Gold 7.0

APP: VNC Server

LINUX (172.16.32.29):