

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings		05-06-2003 		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner 102440269					
1. Name of conveying party(ies): <div style="text-align: right; font-size: 1.2em; margin-right: 20px;">12.23.02</div> Eye Care Centers of America, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			2. Name and address of receiving party(ies) Name: Fleet National Bank, as Collateral Agent Internal Address: _____ Street Address: 100 Federal Street City: Boston State: MA Zip: 02110 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: December 20, 2002					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>See Attached</u> Schedule A <u>2479684</u>			B. Trademark Registration No.(s) <u>See Attached</u> Schedule A		
Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Andrew Nash Internal Address: Bingham McCutchen LLP Street Address: 150 Federal Street City: Boston State: MA Zip: 02110			6. Total number of applications and registrations involved: 35 7. Total fee (37 CFR 3.41).....\$ 890.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account _____ 8. Deposit account number: _____		
DO NOT USE THIS SPACE					
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> <div style="border: 1px solid black; border-radius: 50%; padding: 10px; display: inline-block;"> 12/23/2002 BYRNE 00000029 2479684 01 FC-0521 02 FC-0522 </div> <div style="margin-left: 20px;"> Andrew Nash Name of Person Signing </div> </div> <div style="width: 30%; text-align: center;"> Signature </div> <div style="width: 20%; text-align: right;"> December 23, 2002 Date </div> <div style="width: 10%; text-align: center;"> <div style="border: 1px solid black; padding: 2px 5px;">50</div> Total number of pages including cover sheet, attachments, and document. </div> </div>					

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

sent via U.S. Express Mail on December 23, 2002

TRADEMARK
 REEL: 002720 FRAME: 0366

SCHEDULE A
Trademarks and Trademark Registration

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
Blue Moon	2479689	8/21/2001
South Hampton	2623042	9/24/2002
Binyon's	2484895	9/4/2001
Robert Mitchel	2492290	9/25/2001
Splendor	2472187	7/24/2001
Chelsea Morgan	2158626	5/19/1998
Alberto Romani	2160272	5/26/1998
See Better Look Better	2124405	12/13/1997
RXP2020	1995466	8/20/1996
Rayz	2173489	7/14/1998
Slimlite	2002143	9/24/1996
Eye Masters	1660196	10/8/1991
Design Only	1655091	8/27/1991
Robert Mitchel Eyewear	2173639	7/14/1998
Blue Moon	2074262	6/24/1997
South Hampton	2061919	5/13/1997
McLeod	1995376	8/20/1996
Eye Masters	1279287	5/22/1984
Eye Masters	1280551	6/5/1984
Doctor's Valu Vision	2539553	2/19/2002
Eye Drx	2544240	3/5/2002
Stein Optical	2453255	5/22/2001
Doctor's Valu Vision	2066189	6/3/1997
Master Eye Associates	2522006	12/25/2001
Visionworks	1523257	2/7/1989
Visionworks	1339695	6/4/1985
See the Difference See the Eye Drx	2439943	4/3/2001
Hour Eyes	1661199	10/15/1991
Hour Eyes	1661198	10/15/1991
Boardroom Classics	2199419	10/27/1998

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Trademark or Service Mark	Pending Applications -- United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
Technolites	76065569	6/8/2000
Dr. Bizer's Visionworld	76195500	1/17/2001
The Complete Optical Laboratory Ltd.	75655483	3/8/1999

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

This **TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** is dated as of December 23, 2002, by and among **EYE CARE CENTERS OF AMERICA, INC.**, a Texas corporation (the "Borrower"), each of the undersigned (each a "Subsidiary", and together with the Borrower, the "Companies") and Fleet National Bank, as collateral agent (hereinafter, in such capacity, the "Collateral Agent") for the Secured Parties (as hereinafter defined).

WHEREAS, the Borrower entered into a Credit Agreement dated as of April 23, 1998 (as heretofore amended, the "Existing Credit Agreement") with Deutsche Bank Trust Company Americas (f/k/a Bankers Trust Company) as administrative agent, Merrill Lynch Capital Corporation, as syndication agent and the financial institutions party thereto pursuant to which such financial institutions, subject to the terms and conditions contained therein, provided certain financial accommodations to the Borrower;

WHEREAS, the Existing Credit Agreement shall be amended and restated in its entirety by the Amended and Restated Credit Agreement dated as of December 23, 2002 (as amended and in effect from time to time, the "Credit Agreement"), among the Borrower, the financial institutions which are or may become parties thereto (the "Lenders"), Fleet National Bank, as administrative agent (the "Administrative Agent") for the Lenders and Bank of America, N.A., as syndication agent, as set forth therein and shall remain in full force and effect only as set forth therein;

WHEREAS, Deutsche Bank Trust Company Americas (f/k/a Bankers Trust Company), in its individual capacity (together with its successors, participants and assigns, the "Poth Creditors") has made a loan in an aggregate principal amount of \$1,000,000 to Dr. Daniel Poth (the "Poth Loan") pursuant to a Note, dated as of April 24, 1998 (the "Poth Note");

WHEREAS, pursuant to a Security Agreement dated as of April 23, 1998 (as amended and in effect from time to time, the "Existing Security Agreement"), each of the Companies has granted to Deutsche Bank Trust Company Americas (f/k/a Bankers Trust Company) (the "Existing Collateral Agent") for the benefit of the Collateral Agent, certain of the Lenders and the Poth Creditors (collectively, the "Secured Creditors"), a pledge of and security interest in certain of the Companies' personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as hereinafter defined);

WHEREAS, the Existing Security Agreement shall be amended and restated in its entirety by the Amended and Restated Security Agreement dated as of December 23, 2002 (the "Security Agreement") as set forth therein and shall remain in full force and effect only as set forth therein; and

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WHEREAS, it is a condition precedent to the continuation of the Poth Loans and to the Lenders' making any loans or otherwise extending credit to the Borrower under the Credit Agreement that each of the Companies execute and deliver to the Collateral Agent, for the benefit of the Collateral Agent and the Secured Creditors, a trademark agreement in substantially the form hereof, which trademark agreement is supplemental to the Security Agreement and shall ratify and affirm the previous grant of security interests in the Pledged Trademarks pursuant to the Existing Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See Section 2.1.

Associated Goodwill. All goodwill of each of the Companies and their business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Credit Agreement Obligations. All of the indebtedness, obligations and liabilities of the Borrower to the Collateral Agent and the Secured Creditors, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Credit Agreement, any promissory notes or other instruments or agreements executed and delivered pursuant thereto or in connection therewith.

Obligations. Collectively, the Credit Agreement Obligations and the Poth Obligations.

Pledged Trademarks. All of each of the Companies' right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

Poth Obligations. All of the indebtedness, obligations and liabilities in respect of the Poth Loan owed to the Poth Creditors, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Poth Note or other instruments or agreements executed and delivered pursuant thereto or in connection therewith.

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PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each of the Companies that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of each of the Companies, or subject to their demand for possession or control, related to the production, delivery, provision and sale by any of the Companies, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of any of the Companies in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of any of the Companies, their affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

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(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by any of the Companies (or any of their affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of each of the Companies pursuant to any and all past, present and future franchising or licensing agreements in favor of any of the Companies, or to which any of the Companies are a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of any of the Companies or the Collateral Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which such Company is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications (subject to the provisions hereof)) in the name of each of the Companies or the Collateral Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any of the Companies or the Collateral Agent (subject to the provisions hereof) for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights (subject to the provisions hereof).

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of each of the Companies, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by any of the Companies or are now

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owned, held or used by any of the Companies, in the their business, or with their products and services, or in which any of the Companies have any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by any of the Companies in their business or with their products and services, or in which any of the Companies in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with any of the Companies or their business or for the direct or indirect benefit of any of the Companies or their business, including all such uses by any of the Companies themselves, by any of their affiliates, or by any franchisee, licensee or contractor of such Company.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, (a) each of the Companies hereby ratifies and affirms the grant and pledge of security interests in each such Company's right, title and interest in certain of the Companies' personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto made pursuant to the Existing Security Agreement, and (b) to the extent not covered in clause (a), each of the Companies hereby unconditionally grants to the Collateral Agent, for the benefit of the Collateral Agent and the Secured Creditors, a continuing security interest in and first priority lien on each such Company's right, title and interest in the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Collateral Agent for the benefit of the Collateral Agent and the Secured Creditors. In addition, each of the Companies have executed in blank and delivered to the Collateral Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each of the Companies hereby authorizes the Collateral Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Collateral Agent's remedies under this Trademark Agreement and the Security Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1, each of the Companies grants, assigns, transfers, conveys and sets over to the Collateral Agent, for the benefit of the Collateral Agent and the Secured Creditors, such Company's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Collateral Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Collateral Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable

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law (including the transfer or other disposition of the Collateral by any of the Companies to the Collateral Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement each of the Companies have granted to the Collateral Agent, for the benefit of the Collateral Agent and the Secured Creditors, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Collateral Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Collateral Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Collateral Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Collateral Agent in and to the Pledged Trademarks (and any and all obligations of each of the Companies with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Collateral Agent (and the obligations of each of the Companies) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each of the Companies represents and warrants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by each of the Companies; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations which invalidity or enforceability could reasonably be expected to have a Material Adverse Effect; (iii) to the Companies' actual knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the Companies' actual knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) to the Companies' actual knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the Companies' actual knowledge, there is no infringement by any of the Companies of the trademark rights of others; (vi) each of the Companies is the sole and exclusive owner of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Companies are licensed to use), free and clear of any Liens other than Permitted Liens; (vii) each of the Companies has the corporate or other power, or authority to execute, deliver and carry

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out the terms of this Trademark Agreement; (viii) except to the extent that the failure to do so would not result in or could not reasonably be expected to result in a Material Adverse Effect, each of the Companies has used proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) except to the extent that the failure to do so would not result in or could not reasonably be expected to result in a Material Adverse Effect, each of the Companies has used consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Collateral Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this Section 3; and (xi) except for the filing of financing statements with the applicable filing offices of the states of the jurisdiction of organization of each of the Companies under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by each of the Companies or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by each of the Companies, or (B) for the perfection of or the exercise by the Collateral Agent of any of its rights and remedies hereunder. Each of the Companies further covenants and agrees that, except in each case to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect, such Company will use proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks and use consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks.

4. INSPECTION RIGHTS.

Each of the Companies hereby grants to each of the Collateral Agent and the Secured Creditors and its employees and agents the right to visit any of the properties or assets of such Company in accordance with the provisions of Section 8.02 of the Credit Agreement.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Collateral Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of each of the Companies' business consistent with its past practices and except as otherwise permitted by the Credit Agreement, no Company will (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with such Company's obligations under this Trademark Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, any Company shall obtain any right, title or interest in

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or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and such Company shall provide to the Collateral Agent notice thereof in writing within sixty (60) days and execute and deliver to the Collateral Agent such documents or instruments as the Collateral Agent may reasonably request further to implement, preserve or evidence the Collateral Agent's interest therein.

6.2. Amendment to Schedule. Each of the Companies authorizes the Collateral Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of any Company's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6.

7. TRADEMARK PROSECUTION.

7.1. The Companies Responsibilities. Each of the Companies shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions (as determined in the reasonable business judgment of such Company) in connection with the Pledged Trademarks, and shall hold each of the Collateral Agent and the Secured Creditors harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Collateral Agent and any of the Secured Creditors in connection with the Collateral Agent's or such Secured Creditor's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby, provided that no Company shall be liable for any portion of such costs, damages, liabilities and expenses arising from the Collateral Agent's or any Secured Creditor's gross negligence or willful misconduct.

7.2. The Companies' Duties, etc. Each of the Companies shall have the right and the duty, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter to the extent each such Company deems such action to be necessary or desirable, to preserve and maintain all rights in the material Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect such material Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of such material Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by each of the Companies. No Company shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Collateral Agent, which consent shall not be unreasonably withheld.

7.3. The Companies' Enforcement Rights. Each of the Companies shall have the right to bring suit or other action in such Company's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. Each of the Companies may require the Collateral Agent to join in such suit or action as

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necessary to assure the such Company's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Collateral Agent is completely satisfied that such joinder will not subject the Collateral Agent or any of the Secured Creditors to any risk of liability. Each of the Companies shall promptly, upon demand, reimburse and indemnify the Collateral Agent for all damages, costs and expenses, including legal fees, incurred by the Collateral Agent pursuant to this Section 7.3.

7.4. Protection of Trademarks, etc. In general, each of the Companies shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks except to the extent failure to do so could not reasonably be expected to have a Material Adverse Effect. Each of the Companies shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks except to the extent such action or inaction could not reasonably be expected to have a Material Adverse Effect.

7.5. Notification by Companies. Promptly upon obtaining knowledge thereof, each of the Companies will notify the Collateral Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any material Trademarks or Trademark Registrations or any of the Companies' rights, title or interests in any Pledged Trademarks, and of any event with respect to the Trademarks that does or could be reasonably expected to have a Material Adverse Effect.

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in Section 2.2), the Credit Agreement, the Security Agreement and the other Credit Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Collateral Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any of the Companies, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that any of the Companies may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Collateral Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to each of the Companies at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private

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sale or other private disposition of the Pledged Trademarks may be made, which each of the Companies hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Collateral Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of. Each of the Secured Creditors agrees that this Trademark Agreement may be enforced only by the actions of the Administrative Agent or the Collateral Agent, in each case acting upon the instructions of the Required Lenders (or, after the date on which all Credit Agreement Obligations have been paid in full, the holders of at least a majority of the outstanding Poth Obligations) and that no other Secured Creditor shall have any right individually to seek to enforce or to enforce this Agreement or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised only by the Administrative Agent or the Collateral Agent, for the benefit of the Secured Creditors, upon the terms of this Trademark Agreement.

9. COLLATERAL PROTECTION.

During the continuance of an Event of Default, if any of the Companies shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any of the Companies shall be breached, the Collateral Agent, in its own name or that of any of the Companies (in the sole discretion of the Collateral Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and each of the Companies agree promptly to reimburse the Collateral Agent for any cost or expense incurred by the Collateral Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, each of the Companies do hereby make, constitute and appoint the Collateral Agent (and any officer or agent of the Collateral Agent as the Collateral Agent may select in its exclusive discretion) as each of the Companies' true and lawful attorney-in-fact, with full power of substitution and with the power to endorse each of the Companies' name on all applications, documents, papers and instruments necessary for the Collateral Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of any of the Companies therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that each of the Companies are obligated to execute and do hereunder. Each of the Companies hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Collateral Agent and the Secured Parties from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Collateral Agent under this power of attorney (except for the Collateral Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

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11. FURTHER ASSURANCES.

Each of the Companies shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Collateral Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Collateral Agent the grant, perfection and priority of the Collateral Agent's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Collateral Agent shall, upon the written request and at the expense of each of the Companies, execute and deliver to each of the Companies all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in each of the Companies the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Collateral Agent by each of the Companies pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Collateral Agent pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between any of the Companies and the Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Collateral Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Collateral Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, to the extent provided in the Credit Agreement or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by each of the Companies.

-12-

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by any of the Companies hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest (from the time when such amounts become due until payment) at the rate of interest for overdue principal set forth in the Credit Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE COLLATERAL AGENT NOR ANY SECURED CREDITOR ASSUMES ANY LIABILITIES OF ANY OF THE COMPANIES WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING ANY OF THE COMPANIES' OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF EACH OF THE COMPANIES, AND EACH OF THE COMPANIES SHALL INDEMNIFY THE COLLATERAL AGENT AND THE SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE COLLATERAL AGENT OR ANY SECURED CREDITOR WITH RESPECT TO SUCH LIABILITIES, PROVIDED THAT NO COMPANY SHALL BE LIABLE FOR ANY COSTS, EXPENSES, DAMAGES OR CLAIMS ARISING FROM THE COLLATERAL AGENT'S OR ANY SECURED CREDITOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be made in the manner set forth in Section 13.03 of the Credit Agreement.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Collateral Agent and each of the Companies, except as provided in Section 6.2. The Collateral Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Collateral Agent. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW

-13-

YORK. Each of the Companies agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon each of the Companies by mail at the address specified in Section 13.03 of the Credit Agreement. Each of the Companies hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

EACH OF THE COMPANIES WAIVES THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each of the Companies waives any right that it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each of the Companies (i) certify that neither the Collateral Agent or any Secured Creditor nor any representative, agent or attorney of the Collateral Agent or any Secured Creditor has represented, expressly or otherwise, that the Collateral Agent or any Secured Creditor would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledge that, in entering into the Credit Agreement, the Collateral Agent and the Secured Parties are relying upon, among other things, the waivers and certifications contained in this Section 20.

21. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each of the Companies and their respective successors and assigns, and shall inure to the benefit of the Collateral Agent, the Secured Parties and their respective successors and assigns. In the event of any conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each of the Companies acknowledges receipt of a copy of this Trademark Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, intending to be legally bound, each of the Companies has caused this Trademark Agreement to be duly executed as of the date first above written.

Address:

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

EYE CARE CENTERS OF
AMERICA, INC.


By: 

Name: Alan E. Wiley

Title: Executive Vice President and
Chief Financial Officer

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

EYE CARE HOLDINGS, INC.

By: 
Name: Alan E. Wiley
Title: Chief Financial Officer,
Secretary and Treasurer

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

ENCLAVE ADVANCEMENT
GROUP, INC.

By: 

Name: Alan E. Wiley

Title: Chief Financial Officer,
Secretary and Treasurer

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

ECCA MANAGED VISION CARE,
INC.

By: 

Name: Alan E. Wiley
Title: President

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

VISIONWORKS HOLDINGS, INC.

By: 

Name: Alan E. Wiley

Title: Chief Financial Officer,
Secretary and Treasurer

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

VISIONWORKS, INC.

By: 

Name: Alan E. Wiley

Title: Chief Financial Officer,
Secretary and Treasurer

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

VISION WORLD, INC.

By: 

Name: Alan E. Wiley

Title: Chief Financial Officer,
Secretary and Treasurer

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

VISIONARY RETAIL
MANAGEMENT, INC.

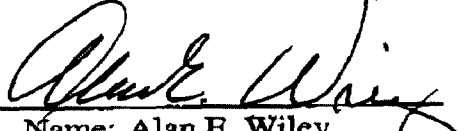
By: 

Name: Alan E. Wiley

Title: Chief Financial Officer,
Secretary and Treasurer

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

VISIONARY PROPERTIES, INC.

By: 
Name: Alan E. Wiley
Title: Chief Financial Officer,
Secretary and Treasurer

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

EYE DRX RETAIL
MANAGEMENT, INC.

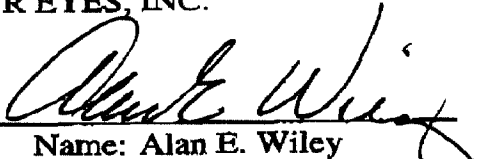
By: 

Name: Alan E. Wiley

Title: Chief Financial Officer,
Secretary and Treasurer

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

HOUR EYES, INC.

By: 
Name: Alan E. Wiley
Title: Chief Financial Officer,
Secretary and Treasurer

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

STEIN OPTICAL, INC.

By: 

Name: Alan E. Wiley

Title: Chief Financial Officer,
Secretary and Treasurer

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

METROPOLITAN VISION
SERVICES, INC.

By: 

Name: Alan E. Wiley
Title: Chief Financial Officer,
Secretary and Treasurer

SCHEDULE A
Trademarks and Trademark Registration

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
Blue Moon	2479689	8/21/2001
South Hampton	2623042	9/24/2002
Binyon's	2484895	9/4/2001
Robert Mitchel	2492290	9/25/2001
Splendor	2472187	7/24/2001
Chelsea Morgan	2158626	5/19/1998
Alberto Romani	2160272	5/26/1998
See Better Look Better	2124405	12/13/1997
RXP2020	1995466	8/20/1996
Rayz	2173489	7/14/1998
Slimlite	2002143	9/24/1996
Eye Masters	1660196	10/8/1991
Design Only	1655091	8/27/1991
Robert Mitchel Eyewear	2173639	7/14/1998
Blue Moon	2074262	6/24/1997
South Hampton	2061919	5/13/1997
McLeod	1995376	8/20/1996
Eye Masters	1279287	5/22/1984
Eye Masters	1280551	6/5/1984
Doctor's Valu Vision	2589553	2/19/2002
Eye Drx	2544240	3/5/2002
Stein Optical	2453255	5/22/2001
Doctor's Valu Vision	2066189	6/3/1997
Master Eye Associates	2522006	12/25/2001
Visionworks	1523257	2/7/1989
Visionworks	1339695	6/4/1985
See the Difference See the Eye Drx	2439943	4/3/2001
Hour Eyes	1661199	10/15/1991
Hour Eyes	1661198	10/15/1991
Boardroom Classics	2199419	10/27/1998

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Trademark or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
Technolites	76065569	6/8/2000
Dr. Bizer's Visionworld	76195500	1/17/2001
The Complete Optical Laboratory Ltd.	75655483	3/8/1999

EXHIBIT 1**ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)**

WHEREAS, EYE CARE CENTERS OF AMERICA, INC., a corporation organized and existing under the laws of the State of Texas, having a place of business at 11103 West Avenue, San Antonio, Texas 78213, EYE CARE HOLDINGS, INC., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 11103 West Avenue, San Antonio, Texas 78213, ENCLAVE ADVANCEMENT GROUP, INC., a corporation organized and existing under the laws of the State of Texas, having a place of business at 11103 West Avenue, San Antonio, Texas 78213, ECCA MANAGED VISION CARE, INC., a corporation organized and existing under the laws of the State of Texas, having a place of business at 11103 West Avenue, San Antonio, Texas 78213, VISIONWORKS HOLDINGS, INC., a corporation organized and existing under the laws of the State of Florida, having a place of business at 11103 West Avenue, San Antonio, Texas 78213, VISIONWORKS, INC., a corporation organized and existing under the laws of the State of Florida, having a place of business at 11103 West Avenue, San Antonio, Texas 78213, VISION WORLD, INC., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 11103 West Avenue, San Antonio, Texas 78213, VISIONARY RETAIL MANAGEMENT, INC., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 11103 West Avenue, San Antonio, Texas 78213, VISIONARY PROPERTIES, INC., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 11103 West Avenue, San Antonio, Texas 78213, EYE DRX RETAIL MANAGEMENT, INC., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 11103 West Avenue, San Antonio, Texas 78213, HOUR EYES, INC., a corporation organized and existing under the laws of the State of Maryland, having a place of business at 11103 West Avenue, San Antonio, Texas 78213, STEIN OPTICAL, INC., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 11103 West Avenue, San Antonio, Texas 78213, METROPOLITAN VISION SERVICES, INC., a corporation organized and existing under the laws of the Commonwealth of Virginia, having a place of business at 11103 West Avenue, San Antonio, Texas 78213 (each an "Assignor" and collectively, the "Assignors"), have adopted and used and are using the trademarks and service marks (the "Marks") identified on the Annex hereto, and each of the Assignors is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, [____], a [____] organized and existing under the laws of the State of [____], having a place of business at [____] (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each of the Assignors does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the

registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, each of the Assignors, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this [] day of [], 200[].

Address:

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

EYE CARE CENTERS OF
AMERICA, INC.

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF [])
) ss.
COUNTY OF [])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this [] day of December, 2002, personally appeared [] to me known personally, and who, being by me duly sworn, deposes and says that he is the [] of [], and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said [] acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My commission expires:
[]

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

EYE CARE HOLDINGS, INC.

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF [_____])
) ss.
COUNTY OF [_____])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this [_____] day of December, 2002, personally appeared [_____] to me known personally, and who, being by me duly sworn, deposes and says that he is the [_____] of [_____], and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said [_____] acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My commission expires:
[_____]

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

ENCLAVE ADVANCEMENT
GROUP, INC.

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF [_____])
) ss.
COUNTY OF [_____])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this [_____] day of December, 2002, personally appeared [_____] to me known personally, and who, being by me duly sworn, deposes and says that he is the [_____] of [_____], and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said [_____] acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My commission expires:
[_____]

11103 West Avenue
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Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

ECCA MANAGED VISION CARE,
INC.

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF [_____])
) ss.
COUNTY OF [_____])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this [_____] day of December, 2002, personally appeared [_____] to me known personally, and who, being by me duly sworn, deposes and says that he is the [_____] of [_____], and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said [_____] acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My commission expires:
[_____]

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

VISIONWORKS HOLDINGS, INC.

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF [_____])
) ss.
COUNTY OF [_____])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this [_____] day of December, 2002, personally appeared [_____] to me known personally, and who, being by me duly sworn, deposes and says that he is the [_____] of [_____], and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said [_____] acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My commission expires:
[_____]

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
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VISIONWORKS, INC.

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF [_____])
) ss.
COUNTY OF [_____])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this [_____] day of December, 2002, personally appeared [_____] to me known personally, and who, being by me duly sworn, deposes and says that he is the [_____] of [_____], and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said [_____] acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My commission expires:
[_____]

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

VISION WORLD, INC.

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF [_____])
) ss.
COUNTY OF [_____])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this [_____] day of December, 2002, personally appeared [_____] to me known personally, and who, being by me duly sworn, deposes and says that he is the [_____] of [_____], and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said [_____] acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My commission expires:
[_____]

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

VISIONARY RETAIL
MANAGEMENT, INC.

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF [_____])
) ss.
COUNTY OF [_____])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this [_____] day of December, 2002, personally appeared [_____] to me known personally, and who, being by me duly sworn, deposes and says that he is the [_____] of [_____], and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said [_____] acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My commission expires:
[_____]

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

VISIONARY PROPERTIES, INC.

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF [_____])
) ss.
COUNTY OF [_____])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this [_____] day of December, 2002, personally appeared [_____] to me known personally, and who, being by me duly sworn, deposes and says that he is the [_____] of [_____], and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said [_____] acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My commission expires:
[_____]

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (210) 524-6538
Facsimile No.: (210) 340-0123

EYE DRX RETAIL MANAGEMENT, INC.

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF [_____])
) ss.
COUNTY OF [_____])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this [_____] day of December, 2002, personally appeared [_____] to me known personally, and who, being by me duly sworn, deposes and says that he is the [_____] of [_____], and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said [_____] acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My commission expires:
[_____]

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (800) 453-2020
Facsimile No.: (703) 941-2785

HOURL EYES, INC.

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF [_____])
) ss.
COUNTY OF [_____])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this [_____] day of December, 2002, personally appeared [_____] to me known personally, and who, being by me duly sworn, deposes and says that he is the [_____] of [_____], and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said [_____] acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My commission expires:
[_____]

11103 West Avenue
San Antonio, TX 78213
Attention: Douglas C. Shepard
Telephone No.: (800) 453-2020
Facsimile No.: (703) 941-2785

METROPOLITAN VISION
SERVICES, INC.

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF [_____])
) ss.
COUNTY OF [_____])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this [_____] day of December, 2002, personally appeared [_____] to me known personally, and who, being by me duly sworn, deposes and says that he is the [_____] of [_____], and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said [_____] acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My commission expires:
[_____]

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the [] day of [], 200[].

[_____]

By: _____

Name:

Title:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF [_____])
) ss.
 COUNTY OF [_____])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this [] day of [] [], personally appeared [] to me known personally, and who, being by me duly sworn, deposes and says that he is the [] of [], and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said [] acknowledged said instrument to be the free act and deed of said corporation.

 Notary Public
 My commission expires:
 []