

05-05-2003

Form PTO-1594
(Rev. 10/02)
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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 5-1-03
ECCA Enterprises, Inc., a Delaware corporation
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes 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
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: April 30, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
See Attached Schedule A
B. Trademark Registration No.(s) _____
See Attached Schedule A
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Andrew Nash
Internal Address: _____
Street Address: Bingham McCutchen LLC
150 Federal Street
City: BOSTON State: MA Zip: 02110

6. Total number of applications and registrations involved: 33
7. Total fee (37 CFR 3.41) \$ 840.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

OFFICE OF PUBLIC RECORDS
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FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.
Andrew Nash Andrew Nash MAY 1, 2003
Name of Person Signing Signature Date

05/02/2003 DBYRNE 00000156 1280551

Total number of pages including cover sheet, attachments, and document: 23

01 FC:8521
02 FC:8522

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

Sent via US Postal Express on May 1, 2003

TRADEMARK
REEL: 002723 FRAME: 0810

SCHEDULE A
Trademarks and Trademark Registrations

Assignor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications.

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
EYE MASTERS	1,280,551	6/5/1984
EYE MASTERS	1,279,287	5/22/1984
VISIONWORKS	1,339,695	6/4/1985
EYEMASTERS & DESIGN	1,660,196	10/8/1991
MISCELLANEOUS DESIGN (EYE LOGO)	1,655,091	8/27/1991
HOUR EYES	1,661,198	10/15/1991
HOUR EYES & DESIGN	1,661,199	10/15/1991
SLIMLITE	2,002,143	9/24/1996
DOCTOR'S VALU VISION & DESIGN	2,066,189	6/3/1997
RAYZ	2,173,489	7/14/1998
SEE BETTER LOOK BETTER	2,124,405	12/23/1997
ALBERTO ROMANI	2,160,272	5/26/1998
CHELSEA MORGAN	2,158,626	5/19/1998
BOARDROOM CLASSICS	2,199,419	10/27/1998
SEE THE DIFFERENCE, SEE THE EYE DRX & DESIGN	2,439,943	4/3/2001
SPLENDOR	2,472,187	7/24/2001
BINYON'S	2,484,895	9/4/2001
SOUTH HAMPTON	2,623,042	9/24/2002
ROBERT MITCHEL	2,492,290	9/25/2001
BLUE MOON	2,479,689	8/21/2001
STEIN OPTICAL	2,453,255	5/22/2001
EYE DRX	2,544,240	3/5/2002
MASTER EYE ASSOCIATES	2,522,006	12/25/2001
DOCTOR'S VALUVISION	2,539,553	2/19/2002
SOUTH HAMPTON	2,061,919	5/13/1997
BLUE MOON	2,074,262	6/24/1997

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
ROBERT MITCHEL EYEWEAR	2,173,639	7/14/1998
RXP2020	1,995,466	8/20/1995

Trademark or Service Mark	Pending Applications -- United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
TECHNOLITE	76/065,569	
DR. BIZER'S VISION WORLD & DESIGN	76/195,500	
ECCA MANAGED VISION CARE & DESIGN	78/198,108	
DOCTOR'S VISIONWORKS	78/215,287	
THE COMPLETE OPTICAL LABORATORY LTD. & DESIGN	75/655,483	

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

This **TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** is dated to be effective as of April 30, 2003, by and between **ECCA ENTERPRISES, INC.**, a Delaware corporation (the "Company") and a subsidiary of Eye Care Centers of America, Inc., a Texas corporation (the "Borrower"), and **FLEET NATIONAL BANK**, a national banking association, as collateral agent (hereinafter, in such capacity, the "Collateral Agent") for the Secured Creditors (as hereinafter defined).

WHEREAS, the Borrower entered into an 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 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, pursuant to which such Lenders, subject to the terms and conditions contained therein, provided certain financial accommodations to the Borrower;

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, the Company is a subsidiary of the Borrower and expects to receive substantial direct and indirect benefits from the making of loans and other extensions of credit to the Borrower by the Lenders and the Administrative Agent pursuant to the Credit Agreement (which benefits are hereby acknowledged);

WHEREAS, pursuant to a Security Agreement dated as of April 30, 2003 (as amended and in effect from time to time, the "Security Agreement"), the Company has granted the Collateral Agent, for the benefit of the Administrative Agent, certain of the Lenders and the Poth Creditors (collectively, the "Secured Creditors"), a pledge of and security interest in certain of the Company's 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, it is a condition precedent to the continuation of the Poth Loan and to the Lenders' making any loans or otherwise extending credit to the Borrower under the Credit Agreement that the Company execute and deliver to the Collateral Agent, for the benefit of the Secured Creditors, a trademark agreement in substantially the form hereof, which trademark agreement is supplemental to the Security Agreement;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties 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 the Company and its 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 the Company's rights, 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.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Company 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 the Company, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Company, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Company 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 the Company, its 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

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Company (or any of its 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 the Company pursuant to any and all past, present and future franchising or

licensing agreements in favor of the Company, or to which the Company is 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 the Company or the Collateral Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the 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 the Company 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 the Company 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 the Company, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Company or are now owned, held or used by the Company, in its business, or with its products and services, or in which the Company has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Company in its business or with its products and services, or in which the Company 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 the Company or its business or for the direct or indirect benefit of the Company or its business, including all such uses by the Company, by any of its affiliates, or by any franchisee, licensee or contractor of the 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) the Company hereby ratifies and affirms the grant and pledge of security interests in its right, title and interest in certain of its 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 Security Agreement, and (b) to the extent not covered in clause (a), the Company 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 the 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, the Company has 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"). The Company 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, the Company grants, assigns, transfers, conveys and sets over to the Collateral Agent, for the benefit of the Collateral Agent and the Secured Creditors, the 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 law (including the transfer or other disposition of the Collateral by the Company to the Collateral Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement, the Company has 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 the Company 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 the Company) 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.

The Company 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 the Company; (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 Company's actual knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the Company's actual knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) to the Company's 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 Company's actual knowledge, there is no infringement by the Company of the trademark rights of others; (vi) the Company 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 Company is licensed to use), free and clear of any Liens other than Permitted Liens; (vii) the Company has the corporate or other power, or authority to execute, deliver and carry 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, the Company 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, the Company 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 office of the state of the jurisdiction of organization of the Company 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 the Company or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Company, or (B) for the perfection of or the exercise by the Collateral Agent of any of its rights and remedies hereunder. The Company 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, the 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.

The Company 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 the 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 the Company's business consistent with its past practices and except as otherwise permitted by the Credit Agreement, the Company will not (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 the 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, the Company shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the 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. The Company authorizes the Collateral Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Company's further approval or signature, by amending Schedule 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 Company's Responsibilities. The Company 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 the 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 the Company shall not 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 Company's Duties, etc. The Company 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 the 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 the Company. The 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 Company's Enforcement Rights. The Company shall have the right to bring suit or other action in the Company's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Company may require the Collateral Agent to join in such suit or action as necessary to assure the 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. The Company 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, the Company 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. The Company 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 the Company. Promptly upon obtaining knowledge thereof, the Company 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 Company's 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 the Company, 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 the Company 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 the Company 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 sale or other private disposition of the Pledged Trademarks may be made, which the Company 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 the Company shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Company shall be breached, the Collateral Agent, in its own name or that of the Company (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 the Company agrees 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, the Company hereby makes, constitutes and appoints the Collateral Agent (and any officer or agent of the Collateral Agent as the Collateral Agent may select in its exclusive discretion) as the Company's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Company's 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 the Company therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Company is obligated to execute and do hereunder. The Company 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 Creditors 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.

11. FURTHER ASSURANCES.

The Company 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 the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Company the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Collateral Agent by the Company 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 the Company 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 the Company.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Company 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 THE COMPANY WITH RESPECT TO ANY

CLAIM OR CLAIMS REGARDING ANY OF THE COMPANY'S 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 THE COMPANY, AND THE COMPANY SHALL INDEMNIFY THE COLLATERAL AGENT AND THE SECURED CREDITORS 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 THE COMPANY SHALL NOT 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 the Company, 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 YORK. The Company 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 the Company by mail at the address specified opposite its signature below. The Company 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.

THE COMPANY WAIVES ITS 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, the Company 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. The Company (i) certifies 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) acknowledges that, in entering into the Credit Agreement, the Collateral Agent and the Secured Creditors are relying upon, among other things, the waivers and certifications contained in this Section 20.

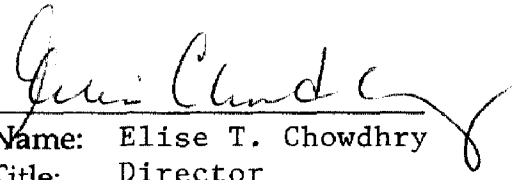
21. MISCELLANEOUS.

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 the Company and its respective successors and assigns, and shall inure to the benefit of the Collateral Agent, the Secured Creditors 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. The Company acknowledges receipt of a copy of this Trademark Agreement.

[Remainder of this page intentionally left blank]

Accepted:

FLEET NATIONAL BANK,
as Collateral Agent

By: 

Name: Elise T. Chowdhry
Title: Director

Signature Pages to the ECCA Enterprises Trademark Collateral Security And Pledge Agreement
BUSDOCS:1200976

TRADEMARK
REEL: 002723 FRAME: 0827

SCHEDULE A

APPROXIMATE REGISTRATION DATE	REGISTRATION NO.	TRADEMARK	REGISTRATION DATE	COUNTRY
73/365,929	1,280,551	EYE MASTERS	6 /5 /1984	US
73/365,930	1,279,287	EYE MASTERS	5 /22/1984	US
73/495,476	1,339,695	VISIONWORKS	6 /4 /1985	US
74/087,636	1,660,196	EYEMASTERS & DESIGN	10/8 /1991	US
74/092,967	1,655,091	MISCELLANEOUS DESIGN (EYE LOGO)	8 /27/1991	US
74/061,901	1,661,198	HOUR EYES	10/15/1991	US
74/061,989	1,661,199	HOUR EYES & DESIGN	10/15/1991	US
74/545,692	2,002,143	SLIMLITE	9 /24/1996	US
74/671,111	2,066,189	DOCTOR'S VALU VISION & DESIGN	6 /3 /1997	US
75/090,632	2,173,489	RAYZ	7 /14/1998	US
75/144,933	2,124,405	SEE BETTER LOOK BETTER	12/23/1997	US
75/259,501	2,160,272	ALBERTO ROMANI	5 /26/1998	US
75/259,502	2,158,626	CHELSEA MORGAN	5 /19/1998	US
75/259,540	2,199,419	BOARDROOM CLASSICS	10/27/1998	US
75/633,602	2,439,943	SEE THE DIFFERENCE, SEE THE EYE DRX & DESIGN	4 /3 /2001	US
75/724,947	2,472,187	SPLENDOR	7 /24/2001	US
76/065,570	2,484,895	BINYON'S	9 /4 /2001	US
76/065,571	2,623,042	SOUTH HAMPTON	9 /24/2002	US
76/065,565	2,492,290	ROBERT MITCHEL	9 /25/2001	US
76/065,569		TECHNOLITE		US
76/065,572	2,479,689	BLUE MOON	8 /21/2001	US
76/065,554	2,453,255	STEIN OPTICAL	5 /22/2001	US
76/065,555	2,544,240	EYE DRx	3 /5 /2002	US
76/065,556	2,522,006	MASTER EYE ASSOCIATES	12/25/2001	US
76/065,563	2,539,553	DOCTOR'S VALUVISION	2 /19/2002	US
76/195,500		DR. BIZER'S VISION WORLD & DESIGN		US
78/198,108		ECCA MANAGED VISION CARE & DESIGN		US
78/215,287		DOCTOR'S VISIONWORKS		US
	2,061,919	SOUTH HAMPTON	5/13/1997	US
	2,074,262	BLUE MOON	6/24/1997	US
75/157,241	2,173,639	ROBERT MITCHEL EYEWEAR	7/14/1998	US
	62183	EYE Q OPTICAL	4/20/1998	IL
	11802	VISION WORLD	7 /5 /1991	IA
	12211	VISION WORLD	11/25/1991	IA
	12212	VISION WORLD	11/25/1991	IA
	12213	VISION WORLD	11/25/1991	IA
	12214	VISION WORLD	11/25/1991	IA
	11832.02	DR. BIZER'S VISION WORLD	2 /22/1990	KT
	11831.02	DR. BIZER'S VISION WORLD & DESIGN	2 /22/1990	KT
	7107800	VISION WORLD & DESIGN	7 /18/1991	ND
	*****	VISION WORLD	7 /5 /1991	SD
	*****	VISION WORLD	11/26/1991	SD
	*****	VISION WORLD	11/26/1991	SD
	*****	VISION WORLD	11/26/1991	SD
	N/A	VISION WORLD	11/26/1991	SD
		VISION WORLD		ND
	000	VISION WORLD	12/11/2002	WI
	*****	EYECARE ONE	4 /26/1989	WI
	*****	STEIN OPTICAL	10/24/1984	WI
	*****	THE EYE GLASS COMPANY	10/24/1984	WI
337,393	592,974	THE EYE GLASS COMPANY	11/24/1998	MX
337,394	592,955	THE EYE GLASS COMPANY	10/30/1998	MX
337,395				MX
337,396				MX
74/720,995	1,995,466	RXP2020	8/20/1995	US
75/655,483		THE COMPLETE OPTICAL LABORATORY LTD. & DESIGN		US

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

WHEREAS, ECCA ENTERPRISES, INC., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 103 Foulk Road, Suite 202, Wilmington, DE 19803, (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and the Assignor is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office, the respective State, and/or Mexico 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, the Assignor 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 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 below.

[Remainder of this page intentionally left blank]

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:
[]

ANNEX

APPLICATION NO.	REGISTRATION NO.	TRADEMARK	REGISTRATION DATE	COUNTRY ID
73/365,929	1,280,551	EYE MASTERS	6 /5 /1984	US
73/365,930	1,279,287	EYE MASTERS	5 /22/1984	US
73/495,476	1,339,695	VISIONWORKS	6 /4 /1985	US
74/087,636	1,660,196	EYEMASTERS & DESIGN	10/8 /1991	US
74/092,967	1,655,091	MISCELLANEOUS DESIGN (EYE LOGO)	8 /27/1991	US
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74/545,692	2,002,143	SLIMLITE	9 /24/1996	US
74/671,111	2,066,189	DOCTOR'S VALU VISION & DESIGN	6 /3 /1997	US
75/090,632	2,173,489	RAYZ	7 /14/1998	US
75/144,933	2,124,405	SEE BETTER LOOK BETTER	12/23/1997	US
75/259,501	2,160,272	ALBERTO ROMANI	5 /26/1998	US
75/259,502	2,158,626	CHELSEA MORGAN	5 /19/1998	US
75/259,540	2,199,419	BOARDROOM CLASSICS	10/27/1998	US
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75/724,947	2,472,187	SPLENDOR	7 /24/2001	US
76/065,570	2,484,895	BINYON'S	9 /4 /2001	US
76/065,571	2,623,042	SOUTH HAMPTON	9 /24/2002	US
76/065,565	2,492,290	ROBERT MITCHEL	9 /25/2001	US
76/065,569		TECHNOLITE		US
76/065,572	2,479,689	BLUE MOON	8 /21/2001	US
76/065,554	2,453,255	STEIN OPTICAL	5 /22/2001	US
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76/065,556	2,522,006	MASTER EYE ASSOCIATES	12/25/2001	US
76/065,563	2,539,553	DOCTOR'S VALUVISION	2 /19/2002	US
76/195,500		DR. BIZER'S VISION WORLD & DESIGN		US
78/198,108		ECCA MANAGED VISION CARE & DESIGN		US
78/215,287		DOCTOR'S VISIONWORKS		US
	2,061,919	SOUTH HAMPTON	5/13/1997	US
	2,074,262	BLUE MOON	6/24/1997	US
75/157,241	2,173,639	ROBERT MITCHEL EYEWEAR	7/14/1998	US
	62183	EYE Q OPTICAL	4/20/1998	IL
	11802	VISION WORLD	7 /5 /1991	IA
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	12213	VISION WORLD	11/25/1991	IA
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	11831.02	DR. BIZER'S VISION WORLD & DESIGN	2 /22/1990	KT
	7107800	VISION WORLD & DESIGN	7 /18/1991	ND
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	*****	VISION WORLD	11/26/1991	SD
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		VISION WORLD		ND
	000	VISION WORLD	12/11/2002	WI
	*****	EYECARE ONE	4 /26/1989	WI
	*****	STEIN OPTICAL	10/24/1984	WI
	*****	THE EYE GLASS COMPANY	10/24/1984	WI
337393	592,974	EYE CARE LOGO	11/24/1998	MX
337394	592,058	EYE CARE LOGO	10/30/1998	MX
337390		EYE MASTERS		MX
337389		EYE MASTERS		MX
74/720,995	1,995,466	RXP2020	8/20/1995	US
75/655,483		THE COMPLETE OPTICAL LABORATORY LTD. & DESIGN		US

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

This **TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** is dated to be effective as of April 30, 2003, by and between **ECCA ENTERPRISES, INC.**, a Delaware corporation (the "Company") and a subsidiary of Eye Care Centers of America, Inc., a Texas corporation (the "Borrower"), and **FLEET NATIONAL BANK**, a national banking association, as collateral agent (hereinafter, in such capacity, the "Collateral Agent") for the Secured Creditors (as hereinafter defined).

WHEREAS, the Borrower entered into an 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 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, pursuant to which such Lenders, subject to the terms and conditions contained therein, provided certain financial accommodations to the Borrower;

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, the Company is a subsidiary of the Borrower and expects to receive substantial direct and indirect benefits from the making of loans and other extensions of credit to the Borrower by the Lenders and the Administrative Agent pursuant to the Credit Agreement (which benefits are hereby acknowledged);

WHEREAS, pursuant to a Security Agreement dated as of April 30, 2003 (as amended and in effect from time to time, the "Security Agreement"), the Company has granted the Collateral Agent, for the benefit of the Administrative Agent, certain of the Lenders and the Poth Creditors (collectively, the "Secured Creditors"), a pledge of and security interest in certain of the Company's 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, it is a condition precedent to the continuation of the Poth Loan and to the Lenders' making any loans or otherwise extending credit to the Borrower under the Credit Agreement that the Company execute and deliver to the Collateral Agent, for the benefit of the Secured Creditors, a trademark agreement in substantially the form hereof, which trademark agreement is supplemental to the Security Agreement;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties 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 the Company and its 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 the Company's rights, 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.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Company 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 the Company, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Company, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Company 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 the Company, its 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

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Company (or any of its 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 the Company pursuant to any and all past, present and future franchising or

licensing agreements in favor of the Company, or to which the Company is 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 the Company or the Collateral Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the 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 the Company 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 the Company 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 the Company, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Company or are now owned, held or used by the Company, in its business, or with its products and services, or in which the Company has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Company in its business or with its products and services, or in which the Company 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 the Company or its business or for the direct or indirect benefit of the Company or its business, including all such uses by the Company, by any of its affiliates, or by any franchisee, licensee or contractor of the 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) the Company hereby ratifies and affirms the grant and pledge of security interests in its right, title and interest in certain of its 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 Security Agreement, and (b) to the extent not covered in clause (a), the Company 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 the 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, the Company has 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"). The Company 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, the Company grants, assigns, transfers, conveys and sets over to the Collateral Agent, for the benefit of the Collateral Agent and the Secured Creditors, the 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 law (including the transfer or other disposition of the Collateral by the Company to the Collateral Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement, the Company has 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 the Company 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 the Company) 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.

The Company 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 the Company; (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 Company's actual knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the Company's actual knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) to the Company's 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 Company's actual knowledge, there is no infringement by the Company of the trademark rights of others; (vi) the Company 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 Company is licensed to use), free and clear of any Liens other than Permitted Liens; (vii) the Company has the corporate or other power, or authority to execute, deliver and carry 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, the Company 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, the Company 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 office of the state of the jurisdiction of organization of the Company 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 the Company or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Company, or (B) for the perfection of or the exercise by the Collateral Agent of any of its rights and remedies hereunder. The Company 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, the 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.

The Company 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 the 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 the Company's business consistent with its past practices and except as otherwise permitted by the Credit Agreement, the Company will not (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 the 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, the Company shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the 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. The Company authorizes the Collateral Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Company's further approval or signature, by amending Schedule 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 Company's Responsibilities. The Company 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 the 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 the Company shall not 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 Company's Duties, etc. The Company 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 the 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 the Company. The 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 Company's Enforcement Rights. The Company shall have the right to bring suit or other action in the Company's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Company may require the Collateral Agent to join in such suit or action as necessary to assure the 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. The Company 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, the Company 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. The Company 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 the Company. Promptly upon obtaining knowledge thereof, the Company 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 Company's 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 the Company, 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 the Company 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 the Company 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 sale or other private disposition of the Pledged Trademarks may be made, which the Company 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 the Company shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Company shall be breached, the Collateral Agent, in its own name or that of the Company (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 the Company agrees 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, the Company hereby makes, constitutes and appoints the Collateral Agent (and any officer or agent of the Collateral Agent as the Collateral Agent may select in its exclusive discretion) as the Company's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Company's 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 the Company therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Company is obligated to execute and do hereunder. The Company 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 Creditors 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.

11. FURTHER ASSURANCES.

The Company 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 the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Company the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Collateral Agent by the Company 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 the Company 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 the Company.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Company 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 THE COMPANY WITH RESPECT TO ANY

CLAIM OR CLAIMS REGARDING ANY OF THE COMPANY'S 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 THE COMPANY, AND THE COMPANY SHALL INDEMNIFY THE COLLATERAL AGENT AND THE SECURED CREDITORS 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 THE COMPANY SHALL NOT 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 the Company, 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 YORK. The Company 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 the Company by mail at the address specified opposite its signature below. The Company 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.

THE COMPANY WAIVES ITS 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, the Company 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. The Company (i) certifies 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) acknowledges that, in entering into the Credit Agreement, the Collateral Agent and the Secured Creditors are relying upon, among other things, the waivers and certifications contained in this Section 20.

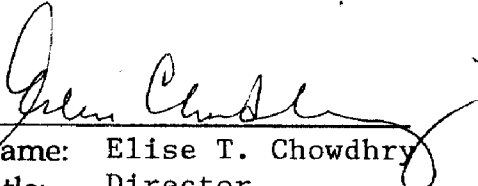
21. MISCELLANEOUS.

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 the Company and its respective successors and assigns, and shall inure to the benefit of the Collateral Agent, the Secured Creditors 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. The Company acknowledges receipt of a copy of this Trademark Agreement.

[Remainder of this page intentionally left blank]

Accepted:

FLEET NATIONAL BANK,
as Collateral Agent

By: 
Name: Elise T. Chowdhry
Title: Director

SCHEDULE A

APPLICATION NO.	REGISTRATION NO.	TRADEMARK	REGISTRATION DATE	COUNTRY
73/365,929	1,280,551	EYE MASTERS	6 /5 /1984	US
73/365,930	1,279,287	EYE MASTERS	5 /22/1984	US
73/495,476	1,339,695	VISIONWORKS	6 /4 /1985	US
74/087,636	1,660,196	EYEMASTERS & DESIGN	10/8 /1991	US
74/092,967	1,655,091	MISCELLANEOUS DESIGN (EYE LOGO)	8 /27/1991	US
74/061,901	1,661,198	HOUR EYES	10/15/1991	US
74/061,989	1,661,199	HOUR EYES & DESIGN	10/15/1991	US
74/545,692	2,002,143	SLIMLITE	9 /24/1996	US
74/671,111	2,066,189	DOCTOR'S VALU VISION & DESIGN	6 /3 /1997	US
75/090,632	2,173,489	RAYZ	7 /14/1998	US
75/144,933	2,124,405	SEE BETTER LOOK BETTER	12/23/1997	US
75/259,501	2,160,272	ALBERTO ROMANI	5 /26/1998	US
75/259,502	2,158,626	CHELSEA MORGAN	5 /19/1998	US
75/259,540	2,199,419	BOARDROOM CLASSICS	10/27/1998	US
75/633,602	2,439,943	SEE THE DIFFERENCE, SEE THE EYE DRX & DESIGN	4 /3 /2001	US
75/724,947	2,472,187	SPLENDOR	7 /24/2001	US
76/065,570	2,484,895	BINYON'S	9 /4 /2001	US
76/065,571	2,623,042	SOUTH HAMPTON	9 /24/2002	US
76/065,565	2,492,290	ROBERT MITCHEL	9 /25/2001	US
76/065,569		TECHNOLITE		US
76/065,572	2,479,689	BLUE MOON	8 /21/2001	US
76/065,554	2,453,255	STEIN OPTICAL	5 /22/2001	US
76/065,555	2,544,240	EYE DRx	3 /5 /2002	US
76/065,556	2,522,006	MASTER EYE ASSOCIATES	12/25/2001	US
76/065,563	2,539,553	DOCTOR'S VALUVISION	2 /19/2002	US
76/195,500		DR. BIZER'S VISION WORLD & DESIGN		US
78/198,108		ECCA MANAGED VISION CARE & DESIGN		US
78/215,287		DOCTOR'S VISIONWORKS		US
	2,061,919	SOUTH HAMPTON	5/13/1997	US
	2,074,262	BLUE MOON	6/24/1997	US
75/157,241	2,173,639	ROBERT MITCHEL EYEWEAR	7/14/1998	US
	62183	EYE Q OPTICAL	4/20/1998	IL
	11802	VISION WORLD	7 /5 /1991	IA
	12211	VISION WORLD	11/25/1991	IA
	12212	VISION WORLD	11/25/1991	IA
	12213	VISION WORLD	11/25/1991	IA
	12214	VISION WORLD	11/25/1991	IA
	11832.02	DR. BIZER'S VISION WORLD	2 /22/1990	KT
	11831.02	DR. BIZER'S VISION WORLD & DESIGN	2 /22/1990	KT
	7107800	VISION WORLD & DESIGN	7 /18/1991	ND
	*****	VISION WORLD	7 /5 /1991	SD
	*****	VISION WORLD	11/26/1991	SD
	*****	VISION WORLD	11/26/1991	SD
	*****	VISION WORLD	11/26/1991	SD
	N/A	VISION WORLD	11/26/1991	SD
		VISION WORLD		ND
	000	VISION WORLD	12/11/2002	WI
	*****	EYECARE ONE	4 /26/1989	WI
	*****	STEIN OPTICAL	10/24/1984	WI
	*****	THE EYE GLASS COMPANY	10/24/1984	WI
337393	592,974	EYECARE LOGO	11/24/1998	MX
337394	592,058	EYECARE LOGO	10/30/1998	MX
337370				MX
337369				MX
74/720,995	1,995,466	RXP2020	8/20/1995	US
75/655,483		THE COMPLETE OPTICAL LABORATORY LTD. & DESIGN		US

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

WHEREAS, ECCA ENTERPRISES, INC., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 103 Foulk Road, Suite 202, Wilmington, DE 19803, (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and the Assignor is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office, the respective State, and/or Mexico 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, the Assignor 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 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 below.

[Remainder of this page intentionally left blank]

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

Address:

103 Foulk Road, Suite 202
Wilmington, DE 19803
Attention: Michael G. Morgan
Telephone No.: (302) 691-6162
Facsimile No.: (302) 658-4269

ECCA ENTERPRISES, INC.

By: *Alan E. Wiley*
Alan E. Wiley
Title: Executive Vice President,
Chief Financial Officer,
Secretary and Treasurer

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF TEXAS)
) ss.
COUNTY OF BEXAR)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 23rd day of April, 2003, personally appeared Alan E. Wiley, to me known personally, and who, being by me duly sworn, deposes and says that he is the Executive Vice President, Chief Financial Officer, Secretary and Treasurer of ECCA ENTERPRISES, INC., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Alan E. Wiley acknowledged said instrument to be the free act and deed of said corporation.



Betty Briseno
Notary Public
My commission expires:
[12-18-04]

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:

[]

ANNEX

APPLICATION NO.	REGISTRATION NO.	TRADEMARK	REGISTRATION DATE	COUNTRY ID
73/365,929	1,280,551	EYE MASTERS	6 /5 /1984	US
73/365,930	1,279,287	EYE MASTERS	5 /22/1984	US
73/495,476	1,339,695	VISIONWORKS	6 /4 /1985	US
74/087,636	1,660,196	EYEMASTERS & DESIGN	10/8 /1991	US
74/092,967	1,655,091	MISCELLANEOUS DESIGN (EYE LOGO)	8 /27/1991	US
74/061,901	1,661,198	HOUR EYES	10/15/1991	US
74/061,989	1,661,199	HOUR EYES & DESIGN	10/15/1991	US
74/545,692	2,002,143	SLIMLITE	9 /24/1996	US
74/671,111	2,066,189	DOCTOR'S VALU VISION & DESIGN	6 /3 /1997	US
75/090,632	2,173,489	RAYZ	7 /14/1998	US
75/144,933	2,124,405	SEE BETTER LOOK BETTER	12/23/1997	US
75/259,501	2,160,272	ALBERTO ROMANI	5 /26/1998	US
75/259,502	2,158,626	CHELSEA MORGAN	5 /19/1998	US
75/259,540	2,199,419	BOARDROOM CLASSICS	10/27/1998	US
75/633,602	2,439,943	SEE THE DIFFERENCE, SEE THE EYE DRX & DESIGN	4 /3 /2001	US
75/724,947	2,472,187	SPLENDOR	7 /24/2001	US
76/065,570	2,484,895	BINYON'S	9 /4 /2001	US
76/065,571	2,623,042	SOUTH HAMPTON	9 /24/2002	US
76/065,565	2,492,290	ROBERT MITCHEL	9 /25/2001	US
76/065,569		TECHNOLITE		US
76/065,572	2,479,689	BLUE MOON	8 /21/2001	US
76/065,554	2,453,255	STEIN OPTICAL	5 /22/2001	US
76/065,555	2,544,240	EYE DRx	3 /5 /2002	US
76/065,556	2,522,006	MASTER EYE ASSOCIATES	12/25/2001	US
76/065,563	2,539,553	DOCTOR'S VALUVISION	2 /19/2002	US
76/195,500		DR. BIZER'S VISION WORLD & DESIGN		US
78/198,108		ECCA MANAGED VISION CARE & DESIGN		US
78/215,287		DOCTOR'S VISIONWORKS		US
	2,061,919	SOUTH HAMPTON	5/13/1997	US
	2,074,262	BLUE MOON	6/24/1997	US
75/157,241	2,173,639	ROBERT MITCHEL EYEWEAR	7/14/1998	US
	62183	EYE Q OPTICAL	4/20/1998	IL
	11802	VISION WORLD	7 /5 /1991	IA
	12211	VISION WORLD	11/25/1991	IA
	12212	VISION WORLD	11/25/1991	IA
	12213	VISION WORLD	11/25/1991	IA
	12214	VISION WORLD	11/25/1991	IA
	11832.02	DR. BIZER'S VISION WORLD	2 /22/1990	KT
	11831.02	DR. BIZER'S VISION WORLD & DESIGN	2 /22/1990	KT
	7107800	VISION WORLD & DESIGN	7 /18/1991	ND
	*****	VISION WORLD	7 /5 /1991	SD
	*****	VISION WORLD	11/26/1991	SD
	*****	VISION WORLD	11/26/1991	SD
	*****	VISION WORLD	11/26/1991	SD
	N/A	VISION WORLD	11/26/1991	SD
		VISION WORLD		ND
	000	VISION WORLD	12/11/2002	WI
	*****	EYECARE ONE	4 /26/1989	WI
	*****	STEIN OPTICAL	10/24/1984	WI
	*****	THE EYE GLASS COMPANY	10/24/1984	WI
337393	592,974	EYE CARE LOGO	11/24/1998	MX
337394	592,058	EYE CARE LOGO	10/30/1998	MX
337370		EYE MASTERS		MX
337369		EYE MASTERS		MX
74/720,995	1,995,466	RXP2020	8/20/1995	US
75/655,483		THE COMPLETE OPTICAL LABORATORY LTD. & DESIGN		US

TRADEMARK

RECORDED: 05/01/2003

REEL: 002723 FRAME: 0852