



Tab settings

To the Honorable Commissioner of Patents

102472188

attached original documents or copy thereof.

1. Name of conveying party(ies):
THE HILSINGER COMPANY

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

2. Name and address of receiving party(ies)
Name: Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent

Internal Address: _____
Street Address : 222 North LaSalle Street, 17th Floor
City: Chicago State: IL Zip: 60601

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

If assignee is not domiciled in the United States, a 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
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: May 16, 2003

4. Application number(s) or trademark

A. Trademark Application No.(s)
78162110

B. Trademark Registration
- SEE THE ATTACHED -

Additional numbers attached? YES

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

Name: Federal Research Company, LLC
Internal 1030 15th Street, NW, Suite 920
Washington, DC 20005

6. Total number of applications and registrations

23

7. Total fee (37 CFR 3.41) \$ 590.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

06/16/2003 6TON11 00000054 78162110

01 FC:8521 40.00 OP
02 FC:8522 550.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

Rebecca L. Foley
Name of Person

Rebecca L. Foley
Signature

06/09/03
Date

Total number of pages including cover sheet, attachments, and

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

SCHEDULE A

1. U.S. Trademarks:

Serial No.	Filed	Mark	Reg. No.	Issued
78162110	Sep 9, 2002	ASAP		
72127227	Sep 5, 1961	COLORMATIC	739732	Oct 23, 1962
76005800	Mar 21, 2000	DUALIES	2425331	Jan 30, 2001
75379885	Oct 27, 1997	DURA TEC (and Design)	2298736	Dec 7, 1999
75527564	Jul 27, 1998	EQUALEYES	2322462	Feb 22, 2000
72196861	Jul 1, 1964	EVANS	792205	Jul 6, 1965
72041814	Dec 5, 1957	EYECESSORIES	674580	Feb 24, 1959
72196862	Jul 1, 1964	EYECESSORIES	802650	Jan 25, 1966
72270201	Apr 28, 1967	EYECESSORIES	836452	Oct 3, 1967
72270205	Apr 28, 1967	EYECESSORIES	844982	Feb 27, 1968
75518124	Jul 13, 1998	GORILLA GRIPS	2304875	Dec 28, 1999
72030491	May 22, 1957	HILCO	665046	Jul 29, 1958
72228459	Sep 23, 1965	HILCO	809668	Jun 7, 1966
75520113	Jul 16, 1998	LOGIC	2270731	Aug 17, 1999
73547401	Jul 11, 1985	NO SLIP (and Design)	1397476	Jun 17, 1986
73213083	Apr 25, 1979	OPTICLOTH	1153190	May 5, 1981
73697699	Nov 27, 1987	OPTI-WIPE	1495099	Jul 5, 1988
75526278	Jul 27, 1998	READERS FIT FOR YOU	2302939	Dec 21, 1999
73732665	Jun 6, 1988	SHIELD	1536028	Apr 25, 1989
75266867	Mar 31, 1997	SMART OPTICAL SOLUTIONS	2265408	Jul 27, 1999
75443285	Mar 2, 1998	SMART OPTICAL SOLUTIONS (and Design)	2300764	Dec 14, 1999
75073231	Mar 15, 1996	TAP'N'LOK	2100497	Sep 23, 1997
74361925	Feb 25, 1993	TAP'N'SNAP	1803055	Nov 9, 1993

2. Common Law/Unregistered Trademarks owned by the Credit Parties:

Serial No.	Filed	Mark	Reg. No.	Issued	Notes:
		"An Eyewear Eyecare Company"			Unregistered TM
		Aden Ophthalmic			Unregistered TM
		Ambi-Rule™			Unregistered TM
		AOP			Unregistered TM
		Biofeel™			Unregistered TM
		Boxer™			Unregistered TM
		Bulls-Eye™			Unregistered TM
		Classic			Unregistered TM
		Collegiate			Unregistered TM

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 16th day of May, 2003 by The Hilsinger Company, a Delaware corporation ("Grantor"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee").

W I T N E S S E T H

WHEREAS, Grantor, Grantee, Antares Capital Corporation, as Syndication Agent, and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

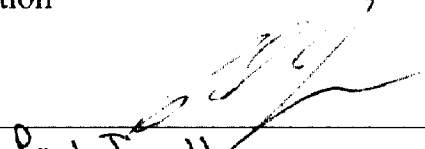
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Termination of Security Interest in Trademark Collateral. Grantee agrees that upon payment in full of all Obligations and the termination of all Revolving Loan Commitments and all Support Agreements, the security interest in the Trademark Collateral shall terminate and all rights to the Trademark Collateral shall revert to Grantor. Grantee further agrees that upon such termination of Grantee's security interest or release of any Trademark Collateral, Grantee shall, at the expense of Grantor, execute and deliver to Grantor such documents as the Grantor shall reasonably request to evidence the termination of Grantee's security interest or the release of such Trademark Collateral, as the case may be.

-Remainder of Page Intentionally Left Blank-
[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

THE HILSINGER COMPANY, a Delaware corporation

By: 
Name: Paul Janell
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: _____
Name: _____
Title: _____

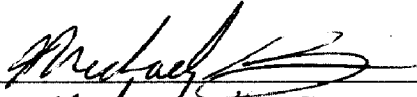
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

THE HILSINGER COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: 
Name: Michael Kriz
Title: AVP

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75266867	Mar 31, 1997	SMART OPTICAL SOLUTIONS	2265408	Jul 27, 1999
75443285	Mar 2, 1998	SMART OPTICAL SOLUTIONS (and Design)	2300764	Dec 14, 1999
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		AOP			Unregistered TM
		Biofeel™			Unregistered TM
		Boxer™			Unregistered TM
		Bulls-Eye™			Unregistered TM
		Classic			Unregistered TM
		Collegiate			Unregistered TM

Serial No.	Filed	Mark	Reg. No.	Issued	Notes:
		CompuShields™			Unregistered TM
		CompuWear™			Unregistered TM
		CPU 2000™			Unregistered TM
		Customgard			Unregistered TM
		Danglers™			Unregistered TM
		Elite			Unregistered TM
		Ergo-Driver™			Unregistered TM
		ErgoPro™			Unregistered TM
		Fast-Find™			Unregistered TM
		Flip-Ups™			Unregistered TM
		Hangers™			Unregistered TM
		Happy Ends™			Unregistered TM
		Hot Fingers™			Unregistered TM
		Kids Kleen™			Unregistered TM
		Kids Pals™			Unregistered TM
		Lead Away™			Unregistered TM
		Lens Care Center™			Unregistered TM
		Magic Bond™			Unregistered TM
		Optical Hand Soap™			Unregistered TM
		Opticel™			Unregistered TM
		Optimal™			Unregistered TM
		Perfect Touch			Unregistered TM
		Pinnacle			Unregistered TM
		Quali-Tags™			Unregistered TM
		Quick-Change™			Unregistered TM
		Quick-Shades™			Unregistered TM
		Rite-Rule™			Unregistered TM
		Rx Sports			Unregistered TM
		Safe-Lok™			Unregistered TM
		Scribes-A-Lot™			Unregistered TM
		See Green Dye Caps™			Unregistered TM
		SeeGreen Color Match™ Dyes			Unregistered TM
		Smart System Pro™			Unregistered TM
		Snap'N'Cap™			Unregistered TM
		Sniper			Unregistered TM
		Springers™			Unregistered TM
		Squeezer Tweezer™			Unregistered TM
		SunClips™			Unregistered TM
		Sure-Grip™			Unregistered TM
		TempMaster™			Unregistered TM
		The Starter™ Screw Holding Tool			Unregistered TM
		Ultra Thin™			Unregistered TM
		View Driver™			Unregistered TM
		Zoom			Unregistered TM

3. Foreign Trademarks:

Country	Serial No.	Filed	Mark	Reg. No.	Issued
AUSTRIA	28187	January 30, 1987	HILCO	116930	August 19, 1987
AUSTRIA	28187	January 30, 1987	HILCO	116930	August 19, 1987
Benelux	832858	August 29, 1994		566903	August 29, 2004

Country	Serial No.	Filed	Mark	Reg. No.	Issued
Benelux	692727	February 5, 1987	HILCO	425913	Renewed: August 20, 1996
CANADA	CA072496900	Mar 18, 1993	TAP'N'SNAP	TMA0436251	Nov 25, 1994
Community Trademarks	512418	April 2, 1997	SAFE-LOK	512418	December 7, 1998
Denmark	1989 53 VA	January 3, 1989	HILCO	1992 8303 VR	September 11, 1992
Finland	199404267	August 25, 1994	TAP'N'SNAP	138127	June 5, 1995
Finland	198700061	January 9, 1987	HILCO	105664	November 20, 1989
France	94 537082	September 22, 1994	TAP N SNAP	94 537082	September 21, 2004
France	INPI833110	January 14, 1987	HILCO	1418775	Renewed: September 13, 1996
France	INPI959833	October 10, 1988	HILCO	1493015	Renewed: June 18, 1998
Germany	H 57215 9WZ	January 28, 1987	HILCO	1114956	December 1, 1987
Germany	H 73217	August 25, 1994	TAP'N'SNAP	2913399	October 14, 1996
Greece	92097	January 18, 1989	HILCO	92097	November 19, 1991
Greece	3439/91	May 24, 1991	HILCO	76	May 14, 1991
Ireland	724/87	March 5, 1987	HILCO	122448	March 5, 1987
Italy	313 97 RM	January 20, 1997	HILCO	780030	May 12, 1999
Italy	3692888	October 17, 1988	EYECESORIES	.550877	October 16, 1991
Italy	3311987	February 11, 1987	HILCO	502692	January 11, 1989
Italy	4030 94 RM	September 12, 1994	TAP'N'SNAP	689724	October 16, 1996
Italy	3692788	October 17, 1988	HILCO	550876	October 16, 1991
Italy	6311	October 21, 1968	HILCO	6311	October 21, 1968
Italy	67944	October 21, 1968	EYECESORIES	5611	October 21, 1968
Japan	H09-163805	October 01, 1997	HILCO	4300759	July 30, 1999

Country	Serial No.	Filed	Mark	Reg. No.	Issued
Japan	S62-023674	March 06, 1987	HILCO	2208344	January 30, 1990
Japan	H05-037644	April 13, 1993	HILCO	4116639	February 20, 1998
Japan	H05-037643	April 13, 1993	HILCO	3209115	October 31, 1996
Japan	H07-057254	June 08, 1995	HILCO	3329207	July 04, 1997
New Zealand	210246	May 17, 1991	HILCO	210246	May 17, 1991
New Zealand	210247	May 17, 1991	HILCO	210247	May 17, 1991
New Zealand	210248	May 17, 1991	HILCO	210248	May 17, 1991
New Zealand	210245	May 7, 1991	HILCO	210245	May 7, 1991
Norway	19945483	October 5, 1994	TAP'N' SNAP	171025	February 8, 1996
Norway	19944722	August 26, 1994	TAP'N'SNAP	170227	November 30, 1995
Norway	19912706	May 30, 1991	HILCO	167325	March 23, 1995
Portugal	252725	January 20, 1989	HILCO	252725	June 11, 1992
Portugal	252726	January 20, 1989	HILCO	252726	June 11, 1992
Portugal	252727	January 20, 1989	HILCO	252727	June 11, 1992
South Korea	17552/1991	June 19, 1991	HILCO	242419	July 4, 1992
South Korea	17554/1991	June 19, 1991	HILCO	242418	July 14, 1992
Spain	1310263MX	March 20, 1989	HILCO	1310263MX	June 5, 1991
Spain	1310262M1	March 20, 1989	HILCO	1310262M1	September 5, 1990
Spain	1310261M3	March 20, 1989	HILCO	1310261M3	August 5, 1992
Sweden	199104370	May 16, 1991	HILCO	314786	July 5, 1996
Sweden	199408490	August 23, 1994	TAP'N'SNAP	304640	September 22, 1995

Country	Serial No.	Filed	Mark	Reg. No.	Issued
Switzerland		January 26, 1987	HILCO	352478	
Taiwan	539091	October 16, 1991	HILCO	539091	October 16, 1991
Taiwan	546188	January 1, 1992	HILCO	546188	January 1, 1992
United Kingdom	B1525711	February 3, 1993	TAP'N'SNAP	B1525711	June 10, 1994
United Kingdom	B1299150	January 28, 1987	HILCO	B1299150	
United Kingdom	B1495205	March 18, 1992	HILCO	B1495205	June 6, 1997