

Form PTO-1504
1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
WESLEY-JESSEN CORPORATION
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____
Additional name(s) of conveying party(ies) attached Yes No

2. Name and address of receiving party(ies):
Name: BANKERS TRUST COMPANY
Address: _____
One Bankers Trust Plaza

New York, New York 10006

 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) & addresses attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other To correct Receiving Party's Name in Security Interest recorded at Reel/Frame 001563/0395.
Execution Date: February 19, 1997

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
B. Trademark Registration No.(s). **SEE ATTACHED**
Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Nancy Sabarra
Internal Address: Fross Zelnick Lehrman & Zissu, P.C.
Street Address: 866 United Nations Plaza
City: New York State: NY Zip: 10017
Tel: (212)813-5900; Fax: (212)813-5901

6. Total number of applications and registration involved:.....11
7. Total fee (37 CFR 3.41) \$ 290.00
 Authorized to be charged to deposit account
(Only if total fee is not sufficient)
8. Deposit account number:
23-0825: Docket No. - NOCH - 0405954
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Nancy Sabarra Nancy Sabarra October 4, 2004
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: _____

GH \$290.00 230826 0895986

SCHEDULE

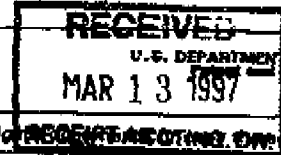
<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
WESLEY JESSEN	895,986
DURASOFT	1,016,774
FLEXIWEAR	1,441,926
LITETINT	1,476,624
OPTIFIT	1,501,211
OPTI-MARK	1,623,364
COMPLEMENTS	1,593,996
CORPORATE OPTOMETRY REPORTS	1,618,199
TODAY'S PRACTICE	1,667,179
FRESH LOOK	1,745,096
FRESHLOOK COLOR ENHANCERS	2,123,193

03-25-1997



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OVER SHEET
3 ONLY



Form PTO-1684
1-27-92

MRS Mac 3, 1997

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original **RECEIVED** **REGISTERING OFFICE**

1. Name of conveying party(ies):
Wesley-Jessen Corporation

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State Delaware
 Other

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

2. Name and address of receiving party(ies):
 Name: Bankers Trust Corporation
 Internal Address: _____
 Street Address: One Bankers Trust Plaza
 City: New York State: NY ZIP: 10006

3. Nature of conveyance:
 Assignment Security Merger
 Security Agreement Interest Change of Name
 Other _____

Execution Date: February 19, 1997

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - banking
 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) & addresses attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

Trademark Registration No.(s)
1,227,395

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Michelle Papini
 Internal Address: White & Case
Room 2623
 Street Address: 1185 Avenue of the Americas
 City: New York State: NY ZIP: 10036

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

DO NOT USE THIS SPACE

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

Michelle Papini
 Name of Person Signing

Michelle Papini
 Signature

2/21/97
 Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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 0 481 40.00 CN
 0 482 800.00 CN

Schedule A

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
AIRLENS	1,227,395	02/15/83
AQUAFLEX	993,877	09/24/74
ASEPTOPLAST	790,683	06/08/65
BICONS	680,412	06/16/59
COMPLEMENTS	1,593,996	05/01/90
CON-TA-CHEK	684,036	08/25/59
CONTACTISOL	675,919	03/24/59
CONTACTOMETER	678,863	05/19/59
CORNEAL ANALYSIS	1,047,911	09/07/76
CORPORATE OPTOMETRY REPORTS	1,618,199	10/16/90
DURASOFT	1,016,774	07/29/75
FIRST PRACTICE	1,996,682	08/27/96
FLEXIWEAR	1,441,926	06/09/87
FRESH LOOK	1,745,096	01/05/93
LENSVISION	1,749,317	01/26/93
LITETINT	1,476,624	02/16/88
LUMICON	757,726	10/01/63
OPTI-FRESH	1,736,286	12/01/92
OPTI-MARK	1,623,364	11/20/90
OPTIFI	1,501,211	08/23/88
SPHERCON	663,786	07/01/58
SUPERSOFT	1,146,934	02/10/81
TAMA	682,777	08/04/59
TAMA	678,223	05/05/59
TODAY'S PRACTICE	1,667,179	12/03/91
TORCON	703,951	09/06/60
WESLEY-JESSEN	895,986	08/04/70
WJ AND DESIGN	1,130,641	02/12/80
WJ AND DESIGN	1,697,337	06/30/92

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>APPLICATION DATE</u>
FRESHLOOK COLOR ENHANCERS	75/160,234	09/04/96
LENS	75/031,212	12/11/95
OPTIFIT ABC	75/045,484	01/18/96
SELECT	75/109,731	05/24/96

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, WESLEY-JESSEN CORPORATION, a Delaware corporation ("the Grantor") with principal offices at 333 East Howard Avenue, Des Plaines, IL 60018-5903, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, and (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS AGREEMENT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among Grantor, the other assignors from time to time party thereto and the Grantee, dated as of February 19, 1997 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver

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TRADEMARK
REEL: 1563 FRAME: 0398

TRADEMARK
REEL: 002951 FRAME: 0121

to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Agreement.

This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 19th day of February, 1997.

WESLEY-JESSEN CORPORATION,
as Grantor

By *Gerard B. Sweeney*
Title: Gerard B. Sweeney
Assistant Secretary

BANKERS TRUST COMPANY,
as Collateral Agent and Grantee

By *Thomas Henry Lewis*
Title: Managing Director

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 19th day of February, 1997, before me personally came Gerald B. Sweeney who, being by me duly sworn, did state as follows: that he is Assistant Secretary of Wesley-Jessen Corporation, that he is authorized to execute the foregoing Agreement on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Keri L. Sarajian
Notary Public

KERI L. SARAJIAN
Notary Public, State of New York
No. 01SA5064764
Qualified in New York County
Commission Expires Aug. 28, 1998

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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 19th day of February, 1997, before me personally came Mary Kay Grogan who, being by me duly sworn, did state as follows: that she is Managing Director of Bankers Trust Company, that she is authorized to execute the foregoing Agreement on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.

Keri L. Sarajian
Notary Public

KERI L. SARAJIAN
Notary Public, State of New York
No. 01SA5064764
Qualified in New York County
Commission Expires Aug 26, 1998

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RECORDED: 03/13/1997

TRADEMARK
REEL: 1563 FRAME: 0401

RECORDED: 10/04/2004

TRADEMARK
REEL: 002951 FRAME: 0124
** TOTAL PAGES: 09 **