

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vision-Ease Lens, Inc.		11/01/2004	CORPORATION: MINNESOTA
BMC Industries, Inc.		11/01/2004	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Insight Equity A.P. X, LP
Street Address:	1400 Civic Place
Internal Address:	Suite 250
City:	Southlake
State/Country:	TEXAS
Postal Code:	76092
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	2573240	A BREED APART
Registration Number:	2610408	ACTUALEYES
Registration Number:	2561544	AN UNCOMPROMISING COMBINATION
Registration Number:	1815373	ASPHEREYES
Registration Number:	2636311	CONTINUA
Registration Number:	1441874	DATALITE
Registration Number:	2558416	DEFY GLARE
Registration Number:	2571137	FOCALITE
Serial Number:	76507201	ILLUMINA
Registration Number:	2102049	ON GUARD
Registration Number:	2860447	OUTLOOK
Registration Number:	2658042	PATENTED FOR FUN
Registration Number:	2587759	PREMIER PLUS

CH \$815.00 2573240

Registration Number:	2676380	SRC
Registration Number:	2377557	SUNRX
Registration Number:	1742188	SUN[PRESCRIPTION SYMBOL]
Serial Number:	76559168	SUNRX
Registration Number:	2484384	SUNSPORT
Registration Number:	2324836	TEGRA
Registration Number:	2587761	TEGRA ACTUALEYES
Registration Number:	2603904	TEGRA OUTLOOK
Registration Number:	2597318	TEGRA OUTLOOK SUNRX
Registration Number:	2569678	TEGRA SUNRX
Registration Number:	2492656	THE CHOICE IS INFINITELY CLEAR
Registration Number:	1816690	THINDEX
Registration Number:	2667952	UNCOMPROMISING TECHNOLOGY
Registration Number:	1493953	VERSALITE
Registration Number:	1020990	VISION-EASE
Registration Number:	2567040	VISION-EASE LENS
Registration Number:	2821782	VISTA-EZ
Registration Number:	2799623	VIVID
Registration Number:	2492655	WHERE SCIENCE MEETS SERVICE

CORRESPONDENCE DATA

Fax Number: (804)344-7999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8047888523
Email: HWRITM@hunton.com
Correspondent Name: Edward T. White
Address Line 1: 951 East Byrd Street
Address Line 2: Riverfront Plaza, East Tower
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	65775.1
NAME OF SUBMITTER:	Sandra W. Burner

Total Attachments: 10

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of November 1, 2004, by and between Vision-Ease Lens, Inc., a Minnesota corporation ("Vision-Ease"), and BMC Industries, Inc., a Minnesota corporation and the sole shareholder of Vision-Ease ("BMC" and, together with Vision-Ease, "Assignors"), on the one hand, and Insight Equity A.P. X, LP, a Texas limited partnership ("Assignee"), on the other hand.

WHEREAS, Vision-Ease is a leading manufacturer of optical lenses and a full-line supplier of polycarbonate, glass and hard-resign plastic lens products (the "Business"); and

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 22, 2004, pursuant to which Assignors have agreed to sell, convey, assign and transfer to Assignee, among other things, all United States (federal and state) and foreign trademarks (and goodwill associated therewith) and other trade names, service marks, logos, labels, trade dress, advertising and package designs, and other trade rights, whether or not registered, and all applications therefor, in each case relating to the Business, including, without limitation, the trademarks and trademark applications listed on Schedule A attached hereto and incorporated herein by reference (all of the foregoing being collectively referred to herein as the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, convey, assign and transfer to Assignee all of Assignors' entire right, title and interest (whether statutory or at common law) in and to the Trademarks throughout the world, together with the goodwill of the Business associated therewith and which is symbolized thereby, including the right to claim priority and the right to any continuation, division, or substitute application thereof and the right to any reissue, restoration, renewal, extension or reexamination thereof, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all claims by Assignor for damages by reason of past infringement of the Trademarks with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignors agree that when requested by Assignees they will execute all documents necessary or desirable to properly vest full right, title and interest in and to all Trademarks throughout the world in the name of Assignee or which may be necessary to obtain, maintain, issue or enforce the Trademarks. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to principles of conflicts of laws thereof. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment. The execution of this Assignment by any of the parties may be evidenced by way of a facsimile transmission of such party's signature, or a photocopy of such facsimile

transmission, and such facsimile signature shall be deemed to constitute the original signature of such party hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of November 1, 2004.

VISION-EASE LENS, INC.

By: [Signature]
Name: Douglas C. Hepper
Title: President

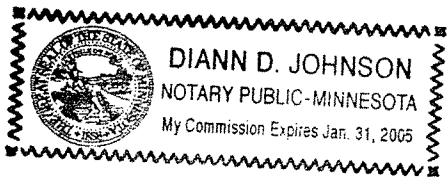
STATE OF MINNESOTA)
CITY/COUNTY OF Ramsey / Dakota)ss.

The foregoing Trademark Assignment was acknowledged before me on 10-26, 2004, by Douglas C. Hepper the President of Vision-Ease Lens, Inc., a Minnesota corporation, on behalf of said corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires: January 31, 2005

[SEAL]



IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of November 1, 2004.

BMC INDUSTRIES, INC.

By: [Signature]
Name: Douglas C. Hepper
Title: Chairman, CEO & President

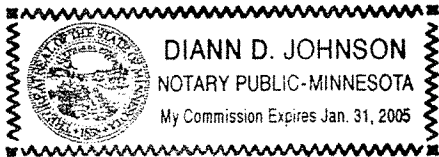
STATE OF MINNESOTA)
CITY/COUNTY OF Ramsey / Anoka)ss.

The foregoing Trademark Assignment was acknowledged before me on 10-26, 2004, by Douglas C. Hepper the President of BMC Industries, Inc., a Minnesota corporation, on behalf of said corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires: January 31, 2005

[SEAL]



IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the date first written above.

INSIGHT EQUITY A.P. X, LP

By: Insight Equity A.P. X Company, LLC, its
general partner

By: *Ted W. Beneski*
Name: *Theodore W. Beneski*
Title: *Manager*

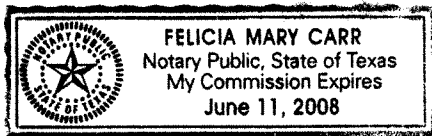
STATE OF TEXAS)
)ss.
CITY/COUNTY OF *Dallas*)

The foregoing Trademark Assignment was acknowledged before me on *October 28th* 2004, by *Ted Beneski*, the *Manager* of Insight Equity A.P. X Company, LLC, a Texas limited liability company and the general partner of Insight Equity A.P. X, LP, a Texas limited partnership, on behalf of said limited partnership.

Felicia Mary Carr
NOTARY PUBLIC

My Commission Expires: *June 11th 2008*




[SEAL]



SCHEDULE A

TRADEMARKS

1. U.S. TRADEMARKS




Mark	Country	Reg. No./App. No.
A BREED APART	United States	2,573,240
ACTUALEYES	United States	2,610,408
AN UNCOMPROMISING COMBINATION	United States	2,561,544
ASPHEREYES	United States	1,815,373
CONTINUA	United States	2,636,311
DATALITE	United States	1,441,874
DEFY GLARE	United States	2,558,416
FOCALITE	United States	2,571,137
ILLUMINA	United States	76/507,201
ON GUARD	United States	2,102,049
OUTLOOK	United States	2,860,447
PATENTED FOR FUN	United States	2,658,042
PREMIER PLUS	United States	2,587,759
SRC	United States	2,676,380
SUNRX	United States	2,377,557
SUNRX (Stylized) 	United States	1,742,188
SUNRX (Stylized) 	United States	76/559,168
SUNSPORT	United States	2,484,384
TEGRA	United States	2,324,836
TEGRA ACTUALEYES	United States	2,587,761
TEGRA OUTLOOK	United States	2,603,904
TEGRA OUTLOOK SUNRX	United States	2,597,318
TEGRA SUNRX	United States	2,569,678
THE CHOICE IS INFINITELY CLEAR	United States	2,492,656
THINDEX and Design 	United States	1,816,690
UNCOMPROMISING TECHNOLOGY	United States	2,667,952
VERSALITE	United States	1,493,953
VISION-EASE	United States	1,020,990
VISION-EASE LENS	United States	2,567,040
VISTA-EZ	United States	2,821,782
VIVID	United States	2,799,623

Mark	Country	Reg. No./App. No.
WHERE SCIENCE MEETS SERVICE	United States	2,492,655

2. INTERNATIONAL TRADEMARKS

Mark	Country	Reg. No./App. No.
ACTUALEYES	Canada	TMA544,994
ACTUALEYES	European Community	001884097
ACTUALEYES	Mexico	691136
AN UNCOMPROMISING COMBINATION	Mexico	712657
ASPHEREYES	Canada	TMA572,655
ASPHEREYES	European Community	001883685
ASPHEREYES	Mexico	683737
CONTINUA	Argentina	2387382
CONTINUA	Austria	209474
CONTINUA	Benelux	200365
CONTINUA	Brazil	824930614
CONTINUA	Canada	1,048,250
CONTINUA	Colombia	269921
CONTINUA	Denmark	2003 1113 VR
CONTINUA	Finland	200203397
CONTINUA	France	033208393
CONTINUA	Germany	30256792
CONTINUA	Greece	235
CONTINUA	Ireland	226342
CONTINUA	Mexico	451645
CONTINUA	Spain	2514099
CONTINUA	Sweden	360547
CONTINUA	United Kingdom	2318023
CONTINUA	Venezuela	137942002
DEFY GLARE	Mexico	712656
DELTA	Canada	TMA363124
DIAMONEX	Canada	1,077,433
DIAMONEX	European Community	001884261
DIAMONEX	Mexico	735883
DIAMONEX	Mexico	683740
DIAMONEX	Mexico	683741
FASTINT	European Community	001884048
FASTINT ²	Mexico	683738
FOCALITE ²	Mexico	712655
ILLUMINA	Brazil	825986826
ILLUMINA	Canada	1,193,779
ILLUMINA	European Community	003416013

Mark	Country	Reg. No./App. No.
ILLUMINA	Mexico	625243
ON GUARD	Canada	TMA5,722,656
ON GUARD	European Community	001885268
ON GUARD	Mexico	689224
OUTLOOK	Argentina	1931313
OUTLOOK	Brazil	824930622
OUTLOOK	Canada	TMA547,638
OUTLOOK	Colombia	28393
OUTLOOK	European Community	001885607
OUTLOOK	Mexico	725444
OUTLOOK	Venezuela	137982002
PATENTED FOR FUN	Mexico	712667
PREMIER PLUS	Argentina	2387384
PREMIER PLUS	Brazil	824930665
PREMIER PLUS	Canada	TMA579,139
PREMIER PLUS	Mexico	486041
PREMIER PLUS	Venezuela	137962002
SRC	European Community	002194850
SRC	Mexico	712660
SUNRX	Argentina	2387385
SUNRX	Brazil	824930657
SUNRX	Canada	TMA577,218
SUNRX	Colombia	272612
SUNRX	European Community	001884295
SUNRX	Mexico	689223
SUNRX	Venezuela	137952002
SUNSPORT	Australia	825542
SUNSPORT	Canada	1,048,563
SUNSPORT	China	1797315
SUNSPORT	European Community	001531599
SUNSPORT	Indonesia	508738
SUNSPORT	Japan	4550040
SUNSPORT	Mexico	683735
SUNSPORT	New Zealand	609386
TEGRA	Argentina	2387381
TEGRA	Brazil	824930630
TEGRA	Canada	TMA541,671
TEGRA	Colombia	272611
TEGRA	European Community	001884006
TEGRA	Mexico	451649
TEGRA	Venezuela	137932002
TEGRA OUTLOOK	Canada	TMA578,351
TEGRA OUTLOOK	European Community	002194835
TEGRA OUTLOOK	Mexico	712670

Mark	Country	Reg. No./App. No.
TEGRA OUTLOOK EXPRESS	European Community	002195535
TEGRA OUTLOOK EXPRESS	Mexico	712669
TEGRA OUTLOOK SUNRX	European Community	002195741
TEGRA OUTLOOK SUNRX	Mexico	712668
THINDEX and Design 	Canada	TMA574,884
THIN)EX and Design 	European Community	001885185
THINDEX and Design 	Mexico	689226
UNCOMPROMISING TECHNOLOGY	Mexico	712666
VARIVUE	European Community	001883891
VARIVUE	Mexico	683739
VERSALITE	European Community	001885300
VERSALITE	Mexico	689225
VISION-EASE	Australia	666634
VISION EASE	Benelux	339405
VISION-EASE	Canada	TMA235,723
VISION EASE	France	1320842
VISION EASE	Germany	9534529
VISION-EASE	Italy	321338
VISIONEASE	Japan	4409607
VISION-EASE LENS	Argentina	2387386
VISION-EASE LENS	Brazil	824930649
VISION-EASE LENS	Canada	TMA578,488
VISION-EASE LENS	China	2001101598
VISION-EASE LENS	Colombia	274701
VISION-EASE LENS	European Community	002194827
VISION-EASE LENS	Indonesia	514634
VISION-EASE LENS	Indonesia	514633
VISION-EASE LENS	Japan	4555886
VISION-EASE LENS	Mexico	712663
VISION-EASE LENS	Mexico	712665
VISION-EASE LENS	Venezuela	137972002

Mark	Country	Reg. No./App. No.
VISTA-EZ	Argentina	2386679
VISTA-EZ	Brazil	824911237
VISTA-EZ	Mexico	768777
VISTA-EZ	Venezuela	137992002
VIVID	Canada	TMA536,729
VIVID	European Community	001883990
VIVID	Mexico	730970
WHERE SCIENCE MEETS SERVICE	Australia	864600
WHERE SCIENCE MEETS SERVICE	Mexico	712662
WHERE SCIENCE MEETS SERVICE	Mexico	712661