

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Fleet National Bank

- Individual(s)
- General Partnership
- Corporation-State
- Other National Banking Association
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) 11/10/2004

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other Termination and Release of Security Interest in Certain Trademarks
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Eye Care Centers of America, Inc.

Internal Address: \_\_\_\_\_

Street Address: 11103 West Avenue

City: San Antonio

State: Texas

Country: USA Zip: 78213

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Texas
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1995376

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

MCLEOD (registration date: 8/20/1996)

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

Name: Stacey Farrell

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston

State: MA Zip: 02110

Phone Number: 617-951-8104

Fax Number: 617-951-8736

Email Address: stacey.farrell@bingham.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 8906  
Expiration Date 10/07

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

November 11, 2004

Date

Stacey Farrell

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TERMINATION AND RELEASE  
OF SECURITY INTERESTS IN CERTAIN TRADEMARKS**

**TERMINATION AND RELEASE OF SECURITY INTERESTS IN CERTAIN TRADEMARKS** ("Release"), dated as of November 10, 2004, by **FLEET NATIONAL BANK** a national banking association, as collateral agent (the "Agent") for itself and the other lending institutions which are parties to that certain Amended and Restated Credit Agreement dated as of December 23, 2002 (as amended and in effect from time to time, the "Credit Agreement"), among Eye Care Centers of America, Inc. ("Eye Care"), as borrower, the Agent and the lenders party thereto.

**WHEREAS**, pursuant to the terms of that certain (i) Trademark Collateral Security and Pledge Agreement, dated as of December 23, 2002 between Eye Care and Fleet National Bank, as collateral agent, and recorded with the USPTO on or about December 23, 2002 (Reel Number 002720 and Frame Number 0366) and (ii) Assignment of Security Interest in Trademarks and Service Marks, dated as December 23, 2002, between Deutsche Bank Trust Company Americas (f/k/a Bankers Trust Company) and Fleet National Bank, as collateral agent and recorded with the USPTO on or about December 23, 2002 (Reel Number 002640 and Frame Number 0970) (the agreements in clauses (i) and (ii) above, as amended and supplemented from time to time, collectively referred to as the "Trademark Agreement"), Eye Care, for the purpose of securing certain obligations of Eye Care to the Agent, on behalf of itself and the lenders party thereto, granted a security interest in and lien on, and collaterally assigned to the Agent, all of its trademarks, trademark registrations and associated goodwill, including, without limitation, the certain trademark: **MCLEOD** with registration number 1995376 and registration date 8/20/1996 (collectively referred to herein as the "Named Trademark"); and

**WHEREAS**, the Agent has agreed to terminate and release its security interest and all of its right, title and interest in the Named Trademark as herein provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and Eye Care hereby agree as follows:

1. **Release**. The Agent hereby terminates and releases its security interest in and first priority lien on the Named Trademark and all of its right, title and interest therein.
2. **Acknowledgment and Acceptance**. Eye Care hereby acknowledges and accepts the foregoing release by the Agent.
3. **Counterparts**. This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

**FLEET NATIONAL BANK, as Agent**

By: *Samuel Hon*  
Title: *PRINCIPAL*

Accepted:

**EYE CARE CENTERS OF AMERICA, INC.**

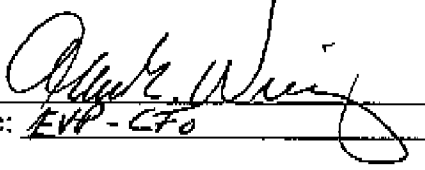
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**FLEET NATIONAL BANK, as Agent**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted:

**EYE CARE CENTERS OF AMERICA, INC.**

By:   
Title: EVP - CFO

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Texas )  
COUNTY OF Bexar )

5<sup>th</sup> Before me, the undersigned, a Notary Public in and for the county aforesaid, on this day of November, 2004, personally appeared ALAN E. WILKEY to me known personally, and who, being by me duly sworn, deposes and says that he is a Exec. V.P. & C.F.O. of **EYE CARE CENTERS OF AMERICA, INC.**, and that said instrument was signed and sealed on behalf of said corporations by authority of their respective Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporations.

Betty Briseno

Notary Public

My Commission Expires: Dec 18, 2004



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF North Carolina )  
 )  
COUNTY OF Mecklenburg )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 17<sup>th</sup> day of October, 2004, personally appeared Gabriela Guzman to me known personally, and who, being by me duly sworn, deposes and says that he is a Principal of **FLEET NATIONAL BANK**, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

Colette R. Allen  
Notary Public  
My Commission Expires: Sept. 21, 2009