

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
Paul Brisk		11/04/2003	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Eyes Rite Optical Center		
Street Address:	7154 North 16th Street		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68112		
Entity Type:	PARTNERSHIP: NEBRASKA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2821249	EYES RITE	
CORRESPONDENCE DATA			
Fax Number:	(402)496-0333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	402-496-0300		
Email:	mgb@suiter.com		
Correspondent Name:	Suiter West pc llo		
Address Line 1:	14301 FNB Pkwy		
Address Line 2:	Suite 220		
Address Line 4:	Omaha, NEBRASKA 68154		
NAME OF SUBMITTER:	Michael G. Burnett		
Signature:	/Michael G. Burnett/		
Date:	02/26/2005		

OP \$40.00 2821249

Total Attachments: 2

900020393

**TRADEMARK
 REEL: 003035 FRAME: 0679**

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BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that PAUL BRISK, an individual, and AYGIN LLC, an Ohio Limited Liability Company (hereinafter collectively "Seller"), has and does by these presents, grant, bargain, sell, convey, transfer, assign, set over and deliver unto EYES RITE OPTICAL CENTER, a Nebraska General Partnership or its assigns (hereinafter collectively "Buyer"), all of Seller's right, title and interest in and to the business of Seller relating to a Negotiated Contract with the Army & Air Force Exchange Service for retail optical dispensing concession at Tyndall APB, Panama City, Florida and future other sites as a going concern and Seller's assets located at Tyndall AFB, Panama City, Florida and all other properties or locations in Florida of every kind and description, wherever located, including, without limitation, all property, tangible or intangible, real, personal or mixed, accounts receivable, equipment, shelving, furniture, fixtures, machinery, appliances, general intangibles, trade names, (including without limitation "Eyes Rite Vision Centers" and "Eyes Rite Optical Center"), Negotiated Contracts with the Army & Air Force Exchange Service, shelving, intangibles, phone numbers and future interests in and to the retail optical dispensing concession at Tyndall AFB, Panama City, Florida and other sites, licenses, contractual claims and rights of Seller, leasehold interests and rights, leasehold and utility deposits, supplies, assignable vendor warranties with regard to equipment and machinery, computer hardware and software, all goodwill and rights to use the names "Eyes Rite Vision Centers" and "Eyes Rite Optical Center", and any variations thereof, and all other names, trade marks, service marks, copyrights or slogans used by Seller in connection with its business, and all goodwill associated with any such trade marks or service marks, all intellectual properties of Seller, all proprietary rights and interest, and all books, records and original contracts of Seller relating to the business.

TO HAVE AND TO HOLD all of the said personal property unto Buyer, its successors and assigns forever. Seller does, for itself and its successors and assigns, covenant and warrant unto the Buyer, its successors and assigns, that the Seller is the true and lawful owner of said property and has the lawful authority to sell and transfer the same; that said property is free and clear of all claims, liens, pledges, security interests, encumbrances or special taxes of any kind, nature or description, and the Seller, its successors and assigns, shall warrant and defend the same against the lawful claims and demands of all persons whomsoever.

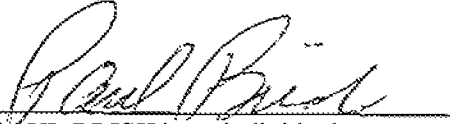
Seller agrees that it will hereafter execute and deliver any further assignments, instruments, transfers, bills of sale, assignments of Trade Names, Consent to Transfer of Contracts or conveyances which may be deemed necessary by Buyer to vest in Buyer the aforesaid property hereby conveyed. This Bill of Sale is made, executed and delivered for the good and lawful consideration as set forth in a Settlement Agreement.

The parties that are executing this Bill of Sale represent and warrant that they have obtained all necessary and appropriate consents and approvals to execute this Bill of Sale and convey the aforesaid property.

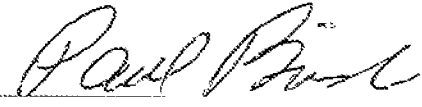
BILL OF SALE
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IN WITNESS WHEREOF, PAUL BRISK, an individual, and AYGIN LLC, an Ohio Limited Liability Company have caused this Bill of Sale to be executed on this 4th day of November, 2003.

THE SELLER:



PAUL BRISK, ~an individual



AYGIN, LLC, an Ohio Limited Liability Company, by PAUL BRISK, member/manager