

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):

Foothill Capital Corporation

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

Citizenship (see guidelines) California

Execution Date(s) 1/12/05

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Coopervision, Inc.

Internal Address: c/o The Cooper Companies, Inc.

Street Address: 6140 Stoneridge Mall Rd.

City: Pleasanton

State: CA

Country: USA Zip: 94588-3772

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____
- Citizenship _____
- Citizenship _____
- Citizenship Delaware
- 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)

SEE ATTACHED

B. Trademark Registration No.(s)

SEE ATTACHED

Additional sheet(s) attached? Yes No

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

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

Name: James R. Mix

Internal Address: Jones Day

Street Address: 901 Lakeside Avenue

City: Cleveland

State: OH Zip: 44114

Phone Number: 216-586-3939

Fax Number: 216-579-0212

Email Address: jrmix@jonesday.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-1432

Authorized User Name James R. Mix

9. Signature: 

Signature

2/17/05
Date

James R. Mix (int. ref. 601755-049-099)

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5996, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

CH \$315.00 501432 74159432

ATTACHMENT TO USPTO COVER SHEET

REGISTERED TRADEMARKS

Reg. No.	Reg. Date	Mark
1,056,904	01/25/1977	Microflex
1,152,072	04/28/1981	Cooper Vision Care System
1,388,897	04/08/1986	Opticon
1,444,472	06/23/1987	Coast Vision
1,484,802	04/12/1988	Lens Logo
1,485,142	04/19/1988	Lens Logo
1,573,104	12/26/1989	The Ultimate Software
1,613,571	09/18/1990	Hydrasoft
1,673,828	01/18/1992	Vantage
1,701,462	07/21/1992	Professional Series
1,750,729	02/02/1993	Preference

PENDING TRADEMARK APPLICATIONS

App. No.	App. Date	Mark
74/159,432	04/22/1991	Ask Again

RELEASE OF SECURITY INTEREST

FOOTHILL CAPITAL CORPORATION, a California corporation having an address at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404, on behalf of itself, its predecessors, successors and assigns (collectively "FOOTHILL"), hereby releases and discharges COOPERVISION, INC., its predecessors, successors and assigns (collectively "COOPERVISION"), from the first-priority security interest granted in all of COOPERVISION's right, title and interest in and to the Collateral to secure the Obligations under the Patent and Trademark Security Agreement, dated as of September 20, 1994, entered into between COOPERVISION and FOOTHILL ("the Security Agreement") pursuant to a contemporaneously executed Loan and Security Agreement ("the Loan Agreement") and other instruments, documents and agreements contemplated or related thereto (collectively, together with the Loan Agreement and Security Agreement, the "Loan Documents").

The Collateral for which FOOTHILL's security interest is hereby released and discharged includes:

- each of the trademarks and rights and interests which are capable of being protected as trademarks, as set forth in Section 1(i) of the Security Agreement, and all of COOPERVISION's right to the trademarks and trademark registrations listed on SCHEDULE A attached to the Security Agreement (also attached hereto), including any and all after-acquired trademark rights pursuant to Section 4 of the Security Agreement, and
- each of the patents and patent applications which were as of the date of the Security Agreement or thereafter may have been owned, issued acquired, or used by COOPERVISION, as set forth in Section 1(ii) of the Security Agreement, and all of COOPERVISION's right, title, and interest in and to the patents and patent applications listed on SCHEDULE B attached to the Security Agreement (also attached hereto), including any and all after-acquired patent rights pursuant to Section 4 of the Security Agreement.

Further, FOOTHILL hereby releases and discharges COOPERVISION from any and all continuing Obligations under the Security Agreement, the Loan

Release of Security Interest

Agreement, any other of the Loan Documents, or otherwise, including all costs and expenses in Section 11.8 of the Security Agreement.

FOOTHILL CAPITAL CORPORATION

[Handwritten Signature]
Signature

Anthony ALOI
Printed Name

SR Vice President
Title

JANUARY 12, 2005
Date

STATE OF ^{New York} CALIFORNIA)
COUNTY OF New York) ss.

On January 12, 2005, before me, the undersigned, a Notary Public in and for the State of ~~California~~ ^{New Jersey}, personally appeared Anthony Aloia personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the present Release of Security Interest, and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the present instrument, the entity(s) upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten Signature]
Notary Public

NATALINA COCO
Notary Public, State of New York
No. 01CO6093279
Qualified in Kings County
Commission Expires 1/1/2007

SCHEDULE A**REGISTERED TRADEMARK(S) (as of September 20, 1994)**

Reg. No.	Reg. Date	Jurisdiction	Mark
1,056,904	01/25/1977	United States	Microflex
1,152,072	04/28/1981	United States	CooperVision Care System
1,388,897	04/08/1986	United States	Opticon
1,444,472	06/23/1987	United States	Coast Vision
1,484,802	04/12/1988	United States	Lens Logo
1,485,142	04/19/1988	United States	Lens Logo
1,573,104	12/26/1989	United States	The Ultimate Softwear
1,613,571	09/18/1990	United States	Hydrasoft
1,673,828	01/18/1992	United States	Vantage
1,701,462	07/21/1992	United States	Professional Series
1,750,729	02/02/1993	United States	Preference
466465	07/09/1990	Australia	CV & eye logo
73561	11/08/1990	Costa Rica	CooperVision & eye logo
73566	11/08/1990	Costa Rica	CooperVision & eye logo

Release of Security Interest

Reg. No.	Reg. Date	Jurisdiction	Mark
73567	11/08/1990	Costa Rica	CooperVision & eye logo
2946/1985	08/30/1985	Denmark	CooperVision, Inc.
41581	12/16/1986	Dominican Republic	CooperVision & eye logo
41714	12/16/1986	Dominican Republic	CooperVision & eye logo
41717	12/16/1986	Dominican Republic	CooperVision & eye logo
67225	04/09/1986	Egypt	CooperVision & eye logo
1338509	09/18/1990	France	Hydrasoft
1424806	08/27/1987	France	CV & eye logo
1097799	09/18/1990	Germany	Hydrasoft
1116124	12/30/1987	Germany	CV & eye logo
83141	04/17/1990	Greece	CooperVision & eye logo
54702	11/25/1987	Guatemala	CooperVision & eye logo
54703	11/25/1987	Guatemala	CooperVision & eye logo
54704	11/25/1987	Guatemala	CooperVision & eye logo
47235	01/27/1987	Honduras	CooperVision & eye logo
47236	01/27/1987	Honduras	CooperVision & eye logo
513/1988	10/31/1988	Iceland	CooperVision & eye logo

Release of Security Interest

Reg. No.	Reg. Date	Jurisdiction	Mark
452,920	04/21/1986	India	CooperVision & eye logo
452,921	04/21/1986	India	CooperVision & eye logo
452,922	04/21/1986	India	CooperVision & eye logo
210487	11/01/1986	Indonesia	CooperVision & eye logo
414918	05/25/1982	Italy	Cooper
475159	03/30/1987	Italy	CooperVision & eye logo
2133204	04/28/1989	Japan	CooperVision & eye logo
2216922	03/27/1990	Japan	CooperVision & eye logo
2271400	10/31/1990	Japan	CV & eye logo
146411	10/19/1987	South Korea	CooperVision & eye logo
150564	01/12/1988	South Korea	CooperVision & eye logo
153276	02/26/1988	South Korea	CooperVision & eye logo
2021/1987	05/15/1987	Malaysia	CooperVision & eye logo
2022/1987	05/15/1987	Malaysia	CooperVision & eye logo
2023/1987	05/15/1987	Malaysia	CooperVision & eye logo
17396	02/29/1988	Malta	CooperVision & eye logo
17397	02/29/1988	Malta	CooperVision & eye logo

Release of Security Interest

Reg. No.	Reg. Date	Jurisdiction	Mark
17398	02/29/1988	Malta	CooperVision & eye logo
6373	04/04/1986	Morocco	CooperVision & eye logo
18022	11/02/1987	Nicaragua	CooperVision & eye logo
18023	11/02/1987	Nicaragua	CooperVision & eye logo
18025	11/02/1987	Nicaragua	CooperVision & eye logo
89876	03/27/1986	Pakistan	CooperVision & eye logo
237036	01/10/1992	Portugal	CooperVision & eye logo
237037	01/10/1992	Portugal	CooperVision & eye logo
27440	06/10/1987	Puerto Rico	CooperVision & eye logo
27441	08/19/1987	Puerto Rico	CooperVision & eye logo
28146	08/11/1988	Puerto Rico	CooperVision & eye logo
51428	03/27/1986	Sri Lanka	CooperVision & eye logo
51429	05/27/1986	Sri Lanka	CooperVision & eye logo
51438	05/27/1986	Sri Lanka	CooperVision & eye logo
213443	03/31/1989	Sweden	CV & eye logo
354707	09/11/1987	Switzerland	CooperVision & eye logo
344948	09/18/1990	Switzerland	Hydrasoft

Release of Security Interest

Reg. No.	Reg. Date	Jurisdiction	Mark
344341	11/01/1986	Taiwan	CooperVision & eye logo
346880	12/01/1986	Taiwan	CooperVision & eye logo
359877	03/16/1987	Taiwan	CooperVision & eye logo
113895	11/24/1987	Thailand	CooperVision & eye logo
86161	05/26/1986	Tunisia	CooperVision & eye logo
99760	06/15/1987	Turkey	CooperVision & eye logo
5222	02/10/1988	United Arab Emirates	CooperVision & eye logo
5223	02/10/1988	United Arab Emirates	CooperVision & eye logo
1135953	06/25/1980	United Kingdom	design
1280451	11/10/1989	United Kingdom	CooperVision & eye logo
136826	02/17/1989	Venezuela	CooperVision & eye logo
136827	02/17/1989	Venezuela	CooperVision & eye logo
136828	02/17/1989	Venezuela	CooperVision & eye logo
52864	01/31/1975	California	Microflex (TM)
9911	07/09/1990	California	Coast Contact Lens (TM)
61831	07/09/1990	California	Coast Contact Lens (SM)
038609	06/05/1991	California	Ask Again (SM)

PENDING TRADEMARK APPLICATION (as of September 20, 1994)

App. No.	App. Date	Jurisdiction	Mark
74/159,432	04/22/1991	United States	Ask Again

UNREGISTERED TRADEMARK (as of September 20, 1994)

Mark
Best Visual Acuity Guarantee

SCHEDULE B**PATENTS (as of September 20, 1994)**

U.S. Pat. No.	Issue Date	Inventor(s)	Title
4,361,657	11/30/1982	Atkinson et al.	Cross-linked hydrogel copolymers for contact lenses
4,451,630	05/29/1984	Atkinson et al.	Hydrogel contact lenses for permanent wear
4,492,776	01/08/1985	Atkinson et al.	Hydrogel contact lenses for permanent wear
4,508,884	04/02/1985	Wittmann et al.	Oxygen permeable hard contact lens
4,924,739	05/15/1990	Ademovic	Method and apparatus for producing a contact lens
4,931,228	06/05/1990	Keeley	Method of manufacturing soft contact lens buttons
5,115,553	05/26/1992	Sealey et al.	Contact lens manufacturing apparatus