TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ableco Finance LLC		09/01/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CVG Products Services, Inc.
Street Address:	7255 Crescent Blvd.
City:	Pennsauken
State/Country:	NEW JERSEY
Postal Code:	08110
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1544247	CQ-4
Registration Number:	1866241	SOFMED
Registration Number:	2145797	E
Registration Number:	2168910	AMERICA'S BEST EYEWEAR OUTLET
Registration Number:	2172274	AMERICA'S BEST CONTACTS & EYEGLASSES
Registration Number:	2172275	AMERICA'S CONTACTS & EYEGLASSES
Registration Number:	2172276	KIDS GEAR EYEGLASSES
Registration Number:	2207931	EXPRESS SERVICE
Registration Number:	2229856	BEST VALUE LENS P A C K A G E
Registration Number:	2258389	VERI CLEAR LENS
Registration Number:	2299951	1-800-TWO-PAIR
Registration Number:	2658082	CQ5
Serial Number:	76440732	FAMILY OF VALUES

OP $365.00 1544247

Serial Number:	76551473	AMERICA'S BEST

CORRESPONDENCE DATA

Fax Number: (404)541-4608

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-815-6500

Email: bfedwards@kilpatrickstockton.com

Correspondent Name: Kilpatrick Stockton LLP

Address Line 1: 1100 Peachtree Street, Suite 2800

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Barbara F. Edwards
Signature:	/bfe/
Date:	09/07/2005

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of September 1, 2005 ("Effective Date") by ABLECO FINANCE LLC, a Delaware limited liability company ("Grantee"), in favor of CVG PRODUCTS SERVICES, INC., a Delaware corporation ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Amended and Restated Financing Agreement, dated as of December 30, 2004, as amended (the "Financing Agreement") by and among the lenders from time to time a party thereto (collectively the "Lenders"), Grantor, as the administrative agent for such Lenders and as collateral agent for such Lenders, America's Best Contacts & Eyeglasses, Inc., a Delaware corporation, Grantee, Consolidated Vision Group, Inc., a Delaware corporation, and TSO Retail Holdings, Inc., a Delaware corporation, Grantee, as administrative agent for the Lenders, holds a Lien (as such term is defined in the Security Agreement, defined below) against all intellectual and industrial property rights owned by Grantor (collectively, the "Collateral");

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of March 18, 2004 (the "Security Agreement"), by and among Grantor and Grantee, as administrative agent for the Lenders, as such term is defined in the Security Agreement, Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest and mortgage in all of Grantor's right, title and interest in and to the Trademark Collateral (as such term is defined in the Security Agreement);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on March 24, 2004, at Reel 2933, Frame 0786;

WHEREAS, pursuant to the terms and conditions of that certain Payoff Letter dated as of September 1, 2005, the Lenders have consented to the release of the Lien on the Collateral, including, without limitation, the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, Grantee desires to release its Lien in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Grantee's Lien in the Collateral including, without limitation, the Trademark Collateral granted pursuant to any Loan Document (as defined in the Financing Agreement), is hereby terminated and released.

2. Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest and collateral assignment in the Collateral, including without limitation the entire right, title and interest in and to the Trademark Collateral, including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights

corresponding thereto throughout the world and the goodwill of the business to which the Trademark Collateral relates.

3. Grantee hereby agrees, at Grantor's sole cost and expense, to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release.

[signature page follows]

TRADEMARK
REEL: 003154 FRAME: 0269

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

ABLECO FINANCE LLC

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (CVG)]

SCHEDULE A

TRADEMARK REGISTRATIONS

U.S. Trademark/Service Mark Registrations

Mark	Jurisdiction	Reg. No.
CQ-4 (Stylized)	U.S.	1,544,247
SOFMED	U.S.	1,866,241
E and Design	U.S.	2,145,797
AMERICA'S BEST EYEWEAR OUTLET	U.S.	2,168,910
AMERICA'S BEST CONTACTS & EYEGLASSES	U.S.	2,172,274
AMERICA'S CONTACTS & EYEGLASSES	U.S.	2,172,275
KIDS GEAR EYEGLASSES and Design	U.S.	2,172,276
EXPRESS SERVICE and Design	U.S.	2,207,931
BEST VALUE LENS PACKAGE	U.S.	2,229,856
VERI CLEAR LENS and Design	U.S.	2,258,389
1-800 TWO PAIR	U.S.	2,299,951
CQ5	U.S.	2,658,082

U.S. Trademark/Service Mark Applications

Mark	Jurisdiction	Serial No.
FAMILY OF VALUES	U.S.	76/440732
AMERICA'S BEST Plus Spectacle Design	U.S.	76/551473