

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p><b>1. Name of conveying party(ies):</b> COLE NATIONAL CORPORATION</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-Delaware  <input type="checkbox"/> Other:</p> <p>Additional name(s) of conveying party(ies) attached?      <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p> <p><b>3. Nature of Conveyance:</b>  <input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other:</p> <p>Execution Date: <u>October 26, 2005</u></p>	<p><b>2. Name and address of receiving party(ies):</b> Name: <u>EYECARE MANAGEMENT, LLC</u></p> <p>Internal Address: Street Address: <u>1147 Highway 35</u></p> <p>City: <u>Middletown</u> State: <u>NJ</u>      <u>07748</u></p> <p><input type="checkbox"/> Individual(s) citizenship: _____  <input type="checkbox"/> Association: _____  <input type="checkbox"/> General Partnership: _____  <input type="checkbox"/> Limited Partnership: _____  <input type="checkbox"/> Corporation-State: _____  <input checked="" type="checkbox"/> Other: <u>Limited Liability Corporation-New Jersey</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment)      <input type="checkbox"/> Yes  <input type="checkbox"/> No</p> <p>Additional name(s) &amp; address(es) attached?      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>
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<p><b>4. Application Number(s) or Registration Number(s):</b> A. Trademark Application No.(s):</p>	<p>B. Trademark Registration No.(s): <u>1,365,005</u></p>
<p>Additional numbers attached?      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>	

<p><b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>LENER, DAMQ, LITENBERG, KUMHOLZ &amp; MENTLIK LLP</u></p> <p>Internal Address: _____ Street Address: <u>600 South Avenue West</u> City: <u>Westfield</u>      State: <u>NJ</u>      Zip: <u>07090</u></p>	<p><b>6. Total Number of applications and registrations involved:</b>      <u>1</u></p> <p><b>7. Total fee (37 CFR 3.41)</b>      \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account  <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p><b>8. Deposit account number:</b>      <u>12-1095</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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**DO NOT USE THIS SPACE**

**9. Statement and signature:**  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

11/17/05  
Date

\_\_\_\_\_  
ROY H. WEPNER  
Name of Person Signing

\_\_\_\_\_  
Signature

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

CH \$40.00 121095 1365005

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Assignment") is entered into as of this 26 day of October, 2005 by and among Cole National Corporation, as successor of American Vision Centers, Inc., a Delaware corporation, with an address at 4000 Luxottica Place, Mason, Ohio 45040 ("Assignor"), and EYECARE MANAGEMENT, LLC, a New Jersey limited liability company, with its principal offices at 1147 Highway 35, Middletown, New Jersey 07748 ("Assignee").

**WHEREAS**, Assignee, Assignor and certain Franchisees of Assignor have entered into that certain Termination Agreement and Release of even date herewith, pursuant to which certain Franchise Agreements between Assignor and the Franchisees named therein are being terminated;

**WHEREAS**, Assignee wishes to acquire, and Assignor wishes to assign, the entire right, title and interest in and to the service mark "EYESFIRST", as registered with the United States Patent and Trademark Office under Registration Number 1365005, and all intellectual property associated with the distinctive retail optical business system franchised to the Franchisees under the various Franchise Agreements including, without limitation, all trademarks, service marks, trade names, trade dress and copyrights (the "Intellectual Property"); and

**WHEREAS**, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition by Assignee:

**NOW, THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1. **ASSIGNOR** hereby sells, assigns, transfers, and sets over unto Assignee, throughout the world, all of its right, title and interest in and to the Intellectual Property, which includes all right, title, and interest that Assignor ever had in and to the Intellectual Property; including, without limitation, throughout the world, all rights to claim priority on the basis of any trademark or service mark applications, together with the good will of the business connected with the use of and symbolized by the trademarks, service marks, trade names, and trade dress forming part of the Intellectual Property.

2. Assignor shall make available to Assignee the consulting services of Tina Dewar or another competent Assignor associate if Tina Dewar shall be unavailable (the "Consultant"), for at least six months following the date of this Agreement to assist Assignee with transition issues related to the termination of the Franchise Agreements and the Franchisees' participation in the Luxottica Professional Services Group ("Transition Services"). All salary, benefits and other compensation for the Consultant in connection with Transition Services shall be paid by Assignor. All reasonable travel, accommodation and other out-of-pocket costs incurred by Assignor or the Consultant shall be paid by Assignor. The Consultant shall use reasonable efforts to return all phone calls made by Assignee by the next business day. Consultant, at request of Assignee, shall make not less than two (2) trips to Assignee's business location with each such visit not to exceed three (3) business days. Consultant shall turn over all materials in Consultant's possession concerning advertising, including without limitation, ad copy, computer files, images and photos used on past or up-coming ads.

3. Assignor warrants and represents to Assignee, which warranties and representations will survive the date hereof for ten (10) years, as follows: To Assignor's

"Knowledge" (hereinafter defined), neither the Intellectual Property nor its use or advertising interferes with, infringes upon, or violates the Intellectual Property does not interfere with, infringe upon, or violate any material intellectual property rights of third parties in any material respect, and Assignor has never received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, or violation. To Assignor's Knowledge, except as set forth on Schedule A attached hereto, no third party has interfered with, infringed upon, misappropriated, or violated any material rights with respect to Intellectual Property or been accused of same. Assignor possesses all right, title, and interest in and to the Intellectual Property free and clear of any claims, licenses, or other restrictions, including without limitation, any claims or liens referred to in Schedule B attached hereto. The Intellectual Property is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge. No action, suit, opposition, cancellation, interference, concurrent use proceeding, other proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to the Knowledge of the Assignor is threatened which challenges the legality, validity, enforceability, use, scope or ownership of the Intellectual Property. Assignor has never agreed to indemnify any person for or against any interference, infringement, misappropriation, or other conflict with respect to the Intellectual Property. All of the representations and warranties contained in this paragraph 3 shall survive the date hereof.

For purposes of this Agreement, Knowledge means actual knowledge of Assignor's personnel involved with the Intellectual Property after reasonable investigation in the ordinary course of their duties.

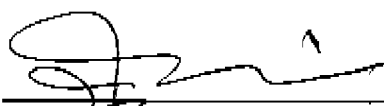
4. Upon Assignee's request and at no out of pocket cost to Assignor, Assignor will sign all lawful papers and generally do everything possible to vest title to the Intellectual Property in Assignee.

5. If any provision (or part thereof) of this Assignment is finally held to be invalid, void, or unenforceable, by a court of competent jurisdiction, then such provision (or part thereof) is to be severed from the Assignment, but the rest of the Assignment shall remain fully in force. Any ambiguity resulting from the severed provision should be equitably resolved.

6. This Assignment shall be binding on and inure to the benefit of the parties' successors, heirs, assigns and legal representatives.

[The Remainder Of This Page Is Intentionally Left Blank]

IN WITNESS WHEREOF, the parties execute this instrument on this \_\_\_\_ day of October, 2005.

<p><b>COLE NATIONAL CORPORATION</b></p> <p>By:   Vice President + CFO  <i>Jack Dennis</i></p>	<p><b>EYECARE MANAGEMENT, LLC</b></p> <p>By: _____  Member</p>
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#551110 v5 - EyesFirst IP Assignment

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

I, \_\_\_\_\_, the undersigned, a Notary Public in and for said County in said State, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing Intellectual Property Assignment Agreement, as a duly authorized representative of **Eyecare Management, LLC**, acknowledged before me on this day, that, being informed of the contents of the Intellectual Property Assignment Agreement, he or she executed the same voluntarily on the day that bears the same date.

Given under my hand and notarial seal this the \_\_\_\_\_ day of October, 2005.

\_\_\_\_\_  
Notary Public  
My Commission expires  
\_\_\_\_\_

Seal

STATE OF OHIO §  
COUNTY OF WARREN §

I, Mark Spitz, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Jack Dennis, whose name is signed to the foregoing Intellectual Property Assignment Agreement, as a duly authorized officer of **Cole National Corporation**, acknowledged before me on this day, that, being informed of the contents of the Intellectual Property Assignment Agreement, he or she executed the same voluntarily on the day that bears the same date.

Given under my hand and notarial seal this the 26th day of October, 2005.



Mark Spitz  
\_\_\_\_\_  
Notary Public  
My Commission expires  
\_\_\_\_\_

MARK A. SPITZ, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration  
date. Section 147, Ohio Rev. Code.

Seal

IN WITNESS WHEREOF, the parties execute this instrument on this \_\_\_\_ day of October, 2005.

<p><b>COLE NATIONAL CORPORATION</b></p> <p>By: _____  President</p>	<p><b>EYECARE MANAGEMENT, LLC</b></p> <p>By: <u>[Signature]</u>  Member</p>
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#551110 v5 - EyesFirst IP Assignment

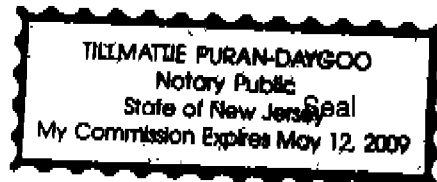
STATE OF NJ §  
COUNTY OF MONMOUTH §

I, Tilmatie Puran-Dayoo, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Todd Gershenow, whose name is signed to the foregoing Intellectual Property Assignment Agreement, as a duly authorized representative of **Eyecare Management, LLC**, acknowledged before me on this day, that, being informed of the contents of the Intellectual Property Assignment Agreement, he or she executed the same voluntarily on the day that bears the same date.

Given under my hand and notarial seal this the 14 day of November, 2005.

[Signature]  
Notary Public  
My Commission expires  
5-12-2009

This Notary is only for Todd Gershenow



**SCHEDULE A**

It recently came to Assignor's attention that retail optical stores unaffiliated with Assignor and the Franchisees have operated under the Trademark in Colorado and Texas . Assignor has made available to Assignee the correspondence with the infringing users.

SCHEDULE B

See Attached.