

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

FOR EYES OPTICAL COMPANY

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement(Exhibit "B")
- Other _____
- Merger
- Change of Name

Execution Date: November 14, 2005

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association

Internal Address: _____

Address: _____

Street Address: 225 Water Street - FL0070

City: Jacksonville State: Florida Zip: 32202

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

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Exhibit "A" attached hereto

Additional number(s) attached Yes No

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

Name: Thomas P. Angelo, Esq.

Internal Address: Angelo, Barry & Banta, P.A.

Street Address: 515 East Las Olas Boulevard

Suite 850

City: Fort Lauderdale State: Florida Zip: 33301

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Angelo, Barry & Banta, P.A.

Thomas P. Angelo

Name of Person Signing


Signature

November 23, 2005

Date

Total number of pages including cover sheet, attachments, and document: 15

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

OP \$90.00 1006525

EXHIBIT "A"**TRADEMARKS**

	<u>Trademark Name</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date/Status</u>
1.	FOR EYES & Design	73-013,341	1,006,525	March 11, 1975
2.	FOR EYES & Design	75-900,808	2,670,823	January 7, 2003
3.	FOR EYES	73-186,644	1,132,442	April 1, 1980

the security interest (collectively, "Obligations"), Debtor hereby grants to Bank a continuing security interest in and lien upon the following described property, whether now owned or hereafter acquired or arising, and any additions, replacements, accessions, or substitutions thereof and all cash and non-cash proceeds and products thereof, and all books and records pertaining to any of the foregoing (collectively, "Collateral"):

All of the personal property of Debtor of every kind and nature including, without limitation, all accounts, equipment, accessions, inventory, chattel paper, landlord and leasehold improvements, instruments, investment property, documents, letter-of-credit rights, deposit accounts, trademarks and general intangibles, wherever located.

Debtor hereby represents and agrees that:

OWNERSHIP. Debtor owns the Collateral. The Collateral is free and clear of all liens, security interests, and claims except those previously reported in writing to and approved by Bank or otherwise permitted under the Loan Documents, and Debtor will keep the Collateral free and clear from all liens, security interests and claims, other than those granted to or approved by Bank or otherwise permitted under the Loan Documents.

NAME AND OFFICES; JURISDICTION OF ORGANIZATION. The name and address of Debtor appearing at the beginning of this Agreement are Debtor's exact legal name and the address of its chief executive office. There has been no change in the name of Debtor, or the name under which Debtor conducts business, within the five years preceding the date hereof except as previously reported in writing to Bank. Debtor has not moved its chief executive office within the five years preceding the date hereof except as previously reported in writing to Bank. Each Debtor is organized under the laws of the Commonwealth of Pennsylvania or such other applicable locations as are set forth on the first page of this Agreement, as applicable, and has not changed the jurisdiction of its organization within the five years preceding the date hereof except as previously reported in writing to Bank.

TITLE/TAXES. Debtor has good and marketable title to Collateral and will warrant and defend same against all claims. Debtor will not transfer, sell, or lease Collateral (except as permitted herein). Debtor agrees to pay promptly all taxes and assessments upon or for the use of Collateral and on this Security Agreement. At its option, after the occurrence and during the continuance of a Default (as defined in the Term Note and the Revolving Note), Bank may discharge taxes, liens, security interests or other encumbrances at any time levied or placed on Collateral. Debtor agrees to reimburse Bank, on demand, for any such payment made by Bank. Any amounts so paid shall be added to the Obligations.

WAIVERS. Debtor agrees not to assert against Bank as a defense (legal or equitable), as a set-off, as a counterclaim, or otherwise, any claims Debtor may have against any seller or lessor that provided personal property or services relating to any part of the Collateral or against any other party liable to Bank for all or any part of the Obligations. To the extent permitted by law, Debtor waives all exemptions with regard to the Collateral and any and all rights to any bond or security which might be required by applicable law prior to the exercise of any of Bank's remedies against any Collateral. All rights of Bank and security interests hereunder, and all obligations of Debtor hereunder, shall be absolute and unconditional, not discharged or impaired irrespective of (and regardless of whether Debtor receives any notice of): (i) any lack of validity or enforceability of any Loan Document; (ii) any change in the time, manner or place of payment or performance, or in any term, of all or any of the Obligations or the Loan Documents or any other amendment or waiver of or any consent to any departure from any Loan Document; or (iii) any exchange, insufficiency, unenforceability, enforcement, release, impairment or non-perfection of any collateral, or any release of or modifications to or insufficiency, unenforceability or enforcement of the obligations of any guarantor or other obligor. To the extent permitted by law, Debtor hereby waives any rights under any valuation, stay, appraisal, extension or redemption laws now existing or which may hereafter exist and which, but for this provision, might be applicable to any sale or disposition of the Collateral by Bank; and any other circumstance which might otherwise constitute a defense available to, or a discharge of any party with respect to the Obligations.

NOTIFICATIONS; LOCATION OF COLLATERAL. Debtor will notify Bank in writing at least 30 days prior to any change in: (i) Debtor's chief place of business; (ii) Debtor's name or identity; (iii) Debtor's corporate/organizational structure; or (iv) the jurisdiction in which Debtor is organized. In addition, Debtor shall promptly notify Bank of any claims or alleged claims of any other person or entity to the Collateral or the institution of any litigation, arbitration, governmental investigation or administrative proceedings against or affecting the Collateral in excess of \$10,000. Debtor will keep Collateral at the location(s) previously provided to Bank until such time as Bank provides written advance consent to a change of location. Debtor will bear the cost of preparing and filing any documents necessary to protect Bank's security interest in the Collateral.

COLLATERAL CONDITION AND LAWFUL USE. Debtor represents that the Collateral is in good repair and condition and that Debtor shall use reasonable care to prevent Collateral from being damaged or depreciating, normal wear and tear excepted. Debtor shall promptly notify Bank of any material loss or damage to Collateral. Debtor shall not permit any item of Collateral to become a fixture to real estate or an accession to other personal property unless such property is also Collateral hereunder. Debtor represents it is in compliance in all material respects with all laws, rules and regulations applicable to the Collateral and its properties, operations, business, and finances.

RISK OF LOSS AND INSURANCE. Debtor shall bear relative to the Bank all risk of loss with respect to the Collateral. The injury to or loss of Collateral, either partial or total, shall not release Debtor from payment or other performance under the Loan Documents. Debtor agrees to obtain and keep in force property insurance on the Collateral located at [REDACTED] Avenue, Hialeah, Florida with a Lender's Loss Payable Endorsement in favor of Bank and commercial general liability insurance naming Bank as Additional Insured and such other insurance as Bank may require from time to time. Such insurance is to be in form and amounts satisfactory to Bank and issued by reputable insurance carriers satisfactory to Bank with a Best Insurance Report Key Rating of at least "A-". All such policies shall provide to Bank a minimum of 30 days written notice of cancellation. Debtor shall furnish to Bank such policies, or other evidence of such policies satisfactory to Bank. If Debtor fails to obtain or maintain in force such insurance or fails to furnish such evidence within thirty (30) days after Bank's written request therefor, Bank is authorized, but not obligated, to purchase any or all insurance or "Single Interest Insurance" protecting such interest as Bank deems appropriate against such risks and for such coverage and for such amounts, including either the loan amount or value of the Collateral, all at its discretion, and at Debtor's expense. In such event, Debtor agrees to reimburse Bank for the cost of such insurance and Bank may add such cost to the Obligations. Debtor shall bear the risk of loss to the extent of any deficiency in the effective insurance coverage with respect to loss or damage to any of the Collateral. Debtor hereby assigns to Bank the proceeds of all property insurance covering the Collateral up to the amount of the Obligations and directs any insurer to make payments directly to Bank. Debtor hereby appoints Bank its attorney-in-fact, which appointment shall be irrevocable and coupled with an interest for so long as Obligations are unpaid from and after the occurrence of a Default which shall be continuing, to file proof of loss and/or any other forms required to collect from any insurer any amount due from any damage or destruction of Collateral, to agree to and bind Debtor as to the amount of said recovery, to designate payee(s) of such recovery, to grant releases to insurer, to grant subrogation rights to any insurer, and to endorse any settlement check or draft. Debtor agrees not to exercise any of the foregoing powers granted to Bank without Bank's prior written consent.

FINANCING STATEMENTS, CERTIFICATES OF TITLE, POWER OF ATTORNEY. No financing statement (other than any filed or approved by Bank) covering any Collateral is on file in any public filing office other than Permitted Liens (as defined in the Loan Agreement). Debtor authorizes the filing of one or more financing statements covering the Collateral in form satisfactory to Bank, and without Debtor's signature where authorized by law, agrees to deliver certificates of title on which Bank's lien has been indicated covering any Collateral subject to a certificate of title statute, and will pay all costs and expenses of filing or applying for the same or of filing this Security Agreement in all public filing offices, where filing is deemed by Bank to be desirable. Debtor hereby constitutes and appoints Bank the true and lawful attorney of Debtor with full power of substitution from and after a Default which shall be continuing to take any and all appropriate action and to execute any and all documents, instruments or applications that may be necessary or desirable to accomplish the purpose and carry out the terms of this

Security Agreement, including, without limitation, to complete, execute, and deliver any Control Agreement(s) by Bank, Debtor and Third Party(ies) that may be or become required in connection herewith (individually and collectively the "Control Agreement"), and any instructions to Third Party(ies) regarding, among other things, control and disposition of any Collateral which is the subject of such Control Agreement(s). The foregoing power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations have been paid in full. Neither Bank nor anyone acting on its behalf shall be liable for acts, omissions, errors in judgment, or mistakes in fact in such capacity as attorney-in-fact other than for the gross negligence or willful misconduct of such person. Debtor ratifies all acts of Bank as attorney-in-fact. Debtor agrees to take such other actions, at Debtor's expense, as might be reasonably requested for the perfection, continuation and assignment, in whole or in part, of the security interests granted herein and to assure and preserve Bank's intended priority position.

LANDLORD/MORTGAGEE WAIVERS. Debtor shall use its best efforts to cause each mortgagee of real property owned by Debtor, the landlord of real property leased by Debtor at 285 W. 74th Place, Hialeah, Florida, to execute and deliver instruments satisfactory in form and substance to Bank by which such mortgagee or landlord subordinates its rights, if any, in the Collateral.

CONTROL. Debtor will cooperate with Bank in obtaining control with respect to Collateral consisting of electronic chattel paper. Debtor authorizes and directs Third Party to comply with the terms of this Security Agreement, to enter into a Control Agreement, to mark its records to show the security interest of and/or the transfer to Bank of the property pledged hereunder.

CHATTEL PAPER, ACCOUNTS, GENERAL INTANGIBLES. Debtor warrants that Collateral consisting of chattel paper, accounts, or general intangibles is (i) genuine and enforceable in accordance with its terms; (ii) not subject to any defense, set-off, claim or counterclaim of a material nature against Debtor except as to which Debtor has notified Bank in writing; and (iii) not subject to any other circumstances that would impair the validity, enforceability, value, or amount of such Collateral that could reasonably be expected to have a material adverse effect on the prospects of repayment of the Obligations except as to which Debtor has notified Bank in writing.

ACCOUNT INFORMATION. From time to time, but not more frequently than quarterly, at Bank's request, Debtor shall provide Bank with schedules describing all accounts, including customers' addresses, created or acquired by Debtor.

ACCOUNT DEBTORS. If a Default should occur and be continuing, Bank shall have the right to notify the account debtors obligated on any or all of the Collateral to make payment thereof directly to Bank and Bank may take control of all proceeds of any such Collateral, which rights Bank may exercise at any time after the occurrence and during the continuance of such Default. The reasonable cost of such collection and enforcement, including attorneys' fees and expenses, shall be borne solely by Debtor whether the same is incurred by Bank or Debtor. If a Default shall occur and be continuing, Debtor will, upon receipt of all checks, drafts, cash and other remittances in payment on Collateral, deposit the same in a special bank account maintained with Bank, over which Bank also has the power of withdrawal.

Bank may, after Default, settle or adjust disputes and claims directly with account debtors for amounts and upon terms that Bank considers advisable, and in such cases Bank will credit the Obligations with the net amounts received by Bank, after deducting all of the expenses incurred by Bank. Debtor agrees to indemnify and defend Bank and hold it harmless with respect to any claim or proceeding arising out of any matter related to collection of Collateral.

GOVERNMENT CONTRACTS. If any Collateral covered hereby arises from obligations due to Debtor from any governmental unit or organization, Debtor shall promptly notify Bank in writing and execute all documents and take all actions deemed necessary by Bank to ensure recognition by such governmental unit or organization of the rights of Bank in the Collateral.

INVENTORY. So long as no Default has occurred, Debtor shall have the right in the regular course of business, to process and sell Debtor's inventory. If a Default should occur and be continuing, at Bank's

option, Debtor will, upon receipt of all checks, drafts, cash and other remittances, in payment of Collateral sold, deposit the same in a special bank account maintained with Bank, over which Bank also has the power of withdrawal.

INSTRUMENTS, CHATTEL PAPER, DOCUMENTS. Any Collateral that is, or is evidenced by, instruments, chattel paper or negotiable documents will be properly assigned to and the originals of any such Collateral in tangible form deposited with and held by Bank, unless Bank shall hereafter otherwise direct or consent in writing.

COLLATERAL DUTIES. Bank shall have no custodial or ministerial duties to perform with respect to Collateral pledged except as set forth herein; and by way of explanation and not by way of limitation, Bank shall incur no liability for any of the following: (i) loss or depreciation of Collateral (unless caused by its willful misconduct or gross negligence), (ii) failure to present any paper for payment or protest, to protest or give notice of nonpayment, or any other notice with respect to any paper or Collateral.

TRANSFER OF COLLATERAL. Bank may assign its rights in Collateral or any part thereof to any assignee who shall thereupon become vested with all the powers and rights herein given to Bank with respect to the property so transferred and delivered, and Bank shall thereafter be forever relieved and fully discharged from any liability thereafter arising with respect to such property so transferred, but with respect to any property not so transferred, Bank shall retain all rights and powers hereby given.

INSPECTION, BOOKS AND RECORDS. Debtor will at all times keep accurate and complete records covering each item of Collateral, including the proceeds therefrom. Bank, or any of its agents, shall have the right, at intervals to be determined by Bank upon reasonable prior notice and during normal business hours, at Debtor's expense, to inspect, audit, and examine the Collateral during normal business hours and to make copies of and extracts from the books, records, journals, orders, receipts, correspondence and other data relating to Collateral, Debtor's business or any other transaction between the parties hereto, provided that such inspection, audit or examination shall be limited to once every year at Debtor's expense so long as no Default under the Term Note or the Revolving Note has occurred and is continuing. Debtor will at its expense furnish Bank copies thereof upon request. For the further security of Bank, it is agreed that Bank has and is hereby granted a security interest in all books and records of Debtor pertaining to the Collateral.

COMPLIANCE WITH LAW. Debtor will comply with all material federal, state and local laws and regulations, applicable to it, including without limitation, laws and regulations relating to the environment, labor or economic sanctions, in the creation, use, operation, manufacture and storage of the Collateral and the conduct of its business.

REGULATION U. None of the proceeds of the credit secured hereby shall be used directly or indirectly for the purpose of purchasing or carrying any margin stock in violation of any of the provisions of Regulation U of the Board of Governors of the Federal Reserve System ("Regulation U"), or for the purpose of reducing or retiring any indebtedness which was originally incurred to purchase or carry margin stock or for any other purchase which might render the Loan a "Purpose Credit" within the meaning of Regulation U.

ATTORNEYS' FEES AND OTHER COSTS OF COLLECTION. Debtor shall pay all of Bank's reasonable expenses actually incurred in enforcing this Security Agreement and in preserving and liquidating Collateral, including but not limited to, reasonable arbitration, paralegals', attorneys' and experts' fees and expenses, whether incurred with or without the commencement of a suit, trial, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding.

DEFAULT. A Default as defined under the Revolving Note or the Term Note shall constitute a "Default" hereunder.

REMEDIES ON DEFAULT (INCLUDING POWER OF SALE). If a Default occurs Bank shall have all the rights and remedies of a secured party under the Uniform Commercial Code. Without limitation thereto,

Bank shall have the following rights and remedies: (i) to take immediate possession of Collateral, without notice or resort to legal process, and for such purpose, to enter upon any premises on which Collateral or any part thereof may be situated and to remove the same therefrom, or, at its option, to render Collateral unusable or dispose of said Collateral on Debtor's premises; (ii) to require Debtor to assemble the Collateral and make it available to Bank at a place to be designated by Bank; (iii) to exercise its right of set-off or bank lien as to any monies of Debtor deposited in accounts of any nature maintained by Debtor with Bank or affiliates of Bank, without advance notice, regardless of whether such accounts are general or special; (iv) to dispose of Collateral, as a unit or in parcels, separately or with any real property interests also securing the Obligations, in any county or place to be selected by Bank, at either private or public sale (at which public sale Bank may be the purchaser) with or without having the Collateral physically present at said sale.

Any notice of sale, disposition or other action by Bank required by law and sent to Debtor at Debtor's address shown above, or at such other address of Debtor as may from time to time be shown on the records of Bank, at least 10 days prior to such action, shall constitute reasonable notice to Debtor. Notice shall be deemed given or sent when mailed postage prepaid to Debtor's address as provided herein. Bank shall be entitled to apply the proceeds of any sale or other disposition of the Collateral, and the payments received by Bank with respect to any of the Collateral, to Obligations in such order and manner as Bank may determine. Collateral that is subject to rapid declines in value and is customarily sold in recognized markets may be disposed of by Bank in a recognized market for such collateral without providing notice of sale. Debtor waives any and all requirements that the Bank sell or dispose of all or any part of the Collateral at any particular time, regardless of whether Debtor has requested such sale or disposition.

REMEDIES ARE CUMULATIVE. No failure on the part of Bank to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Bank or any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any right, power or remedy. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law, in equity, or in other Loan Documents.

INDEMNIFICATION. Debtor shall protect, indemnify and save harmless Bank from and against all losses, liabilities, obligations, claims, damages, penalties, fines, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") imposed upon, incurred by or asserted or assessed against Bank on account of or in connection with (i) the Loan Documents or any failure or alleged failure of Debtor to comply with any of the terms of, or the inaccuracy or breach of any representation in, the Loan Documents, (ii) the Collateral or any claim of loss or damage to the Collateral or any injury or claim of injury to, or death of, any person or property that may be occasioned by any cause whatsoever pertaining to the Collateral or the use, occupancy or operation thereof, (iii) any failure or alleged failure of Debtor to comply with any law, rule or regulation applicable to it or to the Collateral or the use, occupancy or operation of the Collateral (including, without limitation, the failure to pay any taxes, fees or other charges), (iv) any Damages whatsoever by reason of any alleged action, obligation or undertaking of Bank relating in any way to or any matter contemplated by the Loan Documents, or (v) any claim for brokerage fees or such other commissions relating to the Collateral or any other Obligations; provided that such indemnity shall be effective only to the extent of any Damages that may be sustained by Bank in excess of any net proceeds received by it from any insurance of Debtor (other than self-insurance) with respect to such Damages. Nothing contained herein shall require Debtor to indemnify Bank for any Damages resulting from Bank's gross negligence or its willful misconduct. The indemnity provided for herein shall survive payment of the Obligations and shall extend to the officers, directors, employees and duly authorized agents of Bank. In the event Bank incurs any Damages arising out of or in any way relating to the transaction contemplated by the Loan Documents (including any of the matters referred to in this section), the amounts of such Damages shall be added to the Obligations, shall bear interest, to the extent permitted by law, at the interest rate borne by the Obligations from the date incurred until paid and shall be payable on demand.

MISCELLANEOUS. (i) **Amendments and Waivers.** No waiver, amendment or modification of any provision of this Security Agreement shall be valid unless in writing and signed by Debtor and an officer of Bank. No waiver by Bank of any Default shall operate as a waiver of any other Default or of the same Default on a future occasion. (ii) **Assignment.** All rights of Bank hereunder are freely assignable, in whole or in part, and shall inure to the benefit of and be enforceable by Bank, its successors, assigns and affiliates. Debtor shall not assign its rights and interest hereunder without the prior written consent of Bank, and any attempt by Debtor to assign without Bank's prior written consent is null and void. Any assignment shall not release Debtor from the Obligations. This Security Agreement shall be binding upon Debtor, and the heirs, personal representatives, successors, and assigns of Debtor. (iii) **Applicable Law; Conflict Between Documents.** This Security Agreement shall be governed by and construed under the law of the jurisdiction named in the address of the Bank shown on the first page hereof (the "Jurisdiction") without regard to that Jurisdiction's conflict of laws principles, except to the extent that the UCC requires the application of the law of a different jurisdiction. If any terms of this Security Agreement conflict with the terms of any commitment letter or loan proposal, the terms of this Security Agreement shall control. (iv) **Jurisdiction.** Debtor irrevocably agrees to non-exclusive personal jurisdiction in the state identified as the Jurisdiction above. (v) **Severability.** If any provision of this Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Security Agreement. (vi) **Notices.** Any notices to Debtor shall be sufficiently given, if in writing and mailed or delivered to the address of Debtor shown above or such other address as provided hereunder; and to Bank, if in writing and mailed or delivered to Wachovia Bank, National Association, Mail Code VA7628, P. O. Box 13327, Roanoke, VA 24040 or Wachovia Bank, National Association, Mail Code VA7628, 10 South Jefferson Street, Roanoke, VA 24011 or such other address as Bank may specify in writing from time to time. Notices to Bank must include the mail code. In the event that Debtor changes Debtor's mailing address at any time prior to the date the Obligations are paid in full, Debtor agrees to promptly give written notice of said change of address by registered or certified mail, return receipt requested, all charges prepaid. (vii) **Captions.** The captions contained herein are inserted for convenience only and shall not affect the meaning or interpretation of this Security Agreement or any provision hereof. The use of the plural shall also mean the singular, and vice versa. (viii) **Joint and Several Liability.** If more than one party has signed this Security Agreement, such parties are jointly and severally obligated hereunder. (ix) **Binding Contract.** Debtor by execution and Bank by acceptance of this Security Agreement, agree that each party is bound by all terms and provisions of this Security Agreement. **FINAL AGREEMENT.** This Agreement and the other Loan Documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

DEFINITIONS. Loan Documents. The term "Loan Documents" refers to all documents, including this Agreement, whether now or hereafter existing, executed in connection with or related to the Obligations, and may include, without limitation and whether executed by Debtor or others, the Term Note, the Revolving Note, that certain Loan Agreement dated of even date herewith between Borrower and Bank, as the same shall be amended or modified from time to time, deposit or other similar agreements, other security agreements, letters of credit and applications for letters of credit, security instruments, financing statements, mortgage instruments, any renewals or modifications, whenever any of the foregoing are executed, but does not include swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time). **Third Party.** The term "Third Party" means any Broker, Collateral Agent, Securities Intermediary and/or bank which from time to time maintains a securities account, and is acting in such capacity, for Debtor or maintains a deposit account for Debtor with respect to any part of the Collateral. **UCC.** "UCC" means the Uniform Commercial Code as presently and hereafter enacted in the Jurisdiction. **Terms defined in the UCC.** Any term used in this Agreement and in any financing statement filed in connection herewith which is defined in the UCC and not otherwise defined in this Agreement or any other Loan Document has the meaning given to the term in the UCC.

[EXECUTIONS APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Debtor, on the day and year first written above, has caused this Security Agreement to be executed under seal.

Signed, Sealed and Delivered
In the presence of:

Stephen A. Fuchs
Print Name: Stephen A. Fuchs

Margaret M. Jelcich
Print Name: MARGARET M. JELCICH

ARANON CORPORATION,
a Pennsylvania corporation

By: *Lisa Wolman*
Lisa Wolman, President

Stephen A. Fuchs
Print Name: Stephen A. Fuchs

Margaret M. Jelcich
Print Name: MARGARET M. JELCICH

FOR EYES OPTICAL COMPANY,
a Pennsylvania corporation

By: *Lisa Wolman*
Lisa Wolman, President

Stephen A. Fuchs
Print Name: Stephen A. Fuchs

Margaret M. Jelcich
Print Name: MARGARET M. JELCICH

FOR EYES OPTICAL COMPANY OF
COCONUT GROVE, INC., a Florida corporation

By: *Lisa Wolman*
Lisa Wolman, President

Stephen A. Fuchs
Print Name: Stephen A. Fuchs


Margaret M. Jelcich
Print Name: MARGARET M. JELCICH

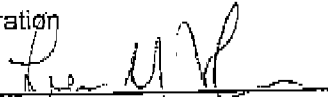
FOR EYES OPTICAL COMPANY OF
CALIFORNIA, INC., a California corporation

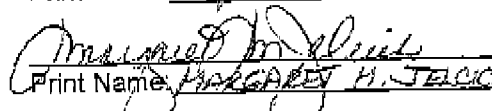
By: *Lisa Wolman*
Lisa Wolman, President

[EXECUTIONS CONTINUE ON FOLLOWING PAGE]


INSIGHT OPTICAL MANUFACTURING
COMPANY OF FLORIDA, INC., a Florida
corporation

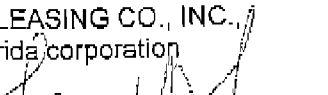

Print Name: Stephen A. Fuchs

By: 
Lisa Wolman, President


Print Name: MARGARET H. JELICH

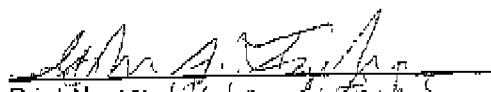
ALC LEASING CO., INC.,
a Florida corporation

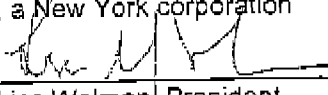

Print Name: Stephen A. Fuchs


By: 
Lisa Wolman, President


Print Name: MARGARET H. JELICH

FOR EYES OPTICAL OF NEW YORK,
INC., a New York corporation


Print Name: Stephen A. Fuchs

By: 
Lisa Wolman, President


Print Name: MARGARET H. JELICH

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE]

STATE OF NEW YORK)
)SS:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 14th day of November, 2005, by Lisa Wolman, the President of ARANON CORPORATION, a Pennsylvania corporation, who acknowledged that she executed the foregoing instrument in New York County, New York, on behalf of the corporation. She is personally known to me or who has produced a driver's license as identification and did not take an oath.

{Notary seal must be affixed}

[Signature]

Signature of Notary

Stephen A. Fuchs

Name of Notary (typed, printed or stamped)

My Commission Expires: February 24, 2007

STEPHEN A. FUCHS
NOTARY PUBLIC, State of New York
No. 02FU5073609
Qualified in New York County
Commission Expires February 24, 2007

STATE OF NEW YORK)
)SS:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 14th day of November, 2005, by Lisa Wolman, the President of FOR EYES OPTICAL COMPANY, a Pennsylvania corporation, who acknowledged that she executed the foregoing instrument in New York County, New York, on behalf of the corporation. She is personally known to me or who has produced a driver's license as identification and did not take an oath.

{Notary seal must be affixed}

[Signature]

Signature of Notary

Stephen A. Fuchs

Name of Notary (typed, printed or stamped)

My Commission Expires: February 24, 2007

[ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGE]

STEPHEN A. FUCHS
NOTARY PUBLIC, State of New York
No. 02FU5073609
Qualified in New York County
Commission Expires February 24, 2007

STATE OF NEW YORK)
)SS:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 11th day of November, 2005, by Lisa Wolman, the President of FOR EYES OPTICAL COMPANY OF COCONUT GROVE, INC., a Florida corporation who acknowledged that she executed the foregoing instrument in New York County, New York, on behalf of the corporation. She is personally known to me or who has produced a driver's license as identification and did not take an oath.

{Notary seal must be affixed}

Stephen A. Fuchs
Signature of Notary

Stephen A. Fuchs
Name of Notary (typed, printed or stamped)

My Commission Expires: February 24, 2007

STEPHEN A. FUCHS
NOTARY PUBLIC, State of New York
No. 02FU5073609
Qualified in New York County
Commission Expires February 24, 2007

STATE OF NEW YORK)
)SS:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 11th day of November, 2005, by Lisa Wolman, the President of FOR EYES OPTICAL COMPANY OF CALIFORNIA, INC., a California corporation who acknowledged that she executed the foregoing instrument in New York County, New York, on behalf of the corporation. She is personally known to me or who has produced a driver's license as identification and did not take an oath.

{Notary seal must be affixed}

Stephen A. Fuchs
Signature of Notary

Stephen A. Fuchs
Name of Notary (typed, printed or stamped)

My Commission Expires: February 24, 2007

[ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGE]

STEPHEN A. FUCHS
NOTARY PUBLIC, State of New York
No. 02FU5073609
Qualified in New York County
Commission Expires February 24, 2007

STATE OF NEW YORK)
)SS:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 11th day of November, 2005, by Lisa Wolman, the President of INSIGHT OPTICAL MANUFACTURING COMPANY OF FLORIDA, INC., a Florida corporation who acknowledged that she executed the foregoing instrument in New York County, New York, on behalf of the corporation. She is personally known to me or who has produced a driver's license as identification and did not take an oath.

{Notary seal must be affixed}

[Handwritten Signature]
Signature of Notary

Stephen A. Fuchs
Name of Notary (typed, printed or stamped)

My Commission Expires: February 24, 2007

STEPHEN A. FUCHS
NOTARY PUBLIC, State of New York
No. 02FU5073809
Qualified In New York County
Commission Expires February 24, 2007

STATE OF NEW YORK)
)SS:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this ____ day of November, 2005, by Lisa Wolman, the President of ALC LEASING CO., INC., a Florida corporation who acknowledged that she executed the foregoing instrument in New York County, New York, on behalf of the corporation. She is personally known to me or who has produced a driver's license as identification and did not take an oath.

{Notary seal must be affixed}

[Handwritten Signature]
Signature of Notary

Stephen A. Fuchs
Name of Notary (typed, printed or stamped)

My Commission Expires: February 24, 2007

[ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGE]

STEPHEN A. FUCHS
NOTARY PUBLIC, State of New York
No. 02FU5073809
Qualified in New York County
Commission Expires February 24, 2007

STATE OF NEW YORK)
)SS:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 19th day of November, 2005, by Lisa Wolman, the President of FOR EYES OPTICAL OF NEW YORK, INC., a New York corporation who acknowledged that she executed the foregoing instrument in New York County, New York, on behalf of the corporation. She is personally known to me or who has produced a driver's license as identification and did not take an oath.

{Notary seal must be affixed}



Signature of Notary

Stephen A. Fuchs

Name of Notary (typed, printed or stamped)

My Commission Expires: February 24, 2007

STEPHEN A. FUCHS
NOTARY PUBLIC, State of New York
No. 02FU5073609
Qualified in New York County
Commission Expires February 24, 2007