

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Vision Source, Inc.		04/30/2003	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Vision Source Franchising LP		
Street Address:	4201 FM 1960 West, Suite 235		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77068		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1738869	VISION SOURCE	
Registration Number:	2771061	2-CLEAR	
CORRESPONDENCE DATA			
Fax Number:	(713)221-2111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-221-1352		
Email:	BEN.TOBOR@BRACEWELLGIULIANI.COM		
Correspondent Name:	Ben D. Tobor, Bracewell & Giuliani LLP		
Address Line 1:	PO BOX 61389		
Address Line 4:	Houston, TEXAS 77208-1389		
ATTORNEY DOCKET NUMBER:	085385.000003		
NAME OF SUBMITTER:	Ben D. Tobor		
Signature:	/BDT/		
Date:	01/30/2006		

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Total Attachments: 8

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TRANSFER OF ASSETS AGREEMENT

This Transfer of Assets Agreement ("Agreement") is made effective May 1, 2003, between The Vision Source, Inc., a corporation organized under the laws of the State of Texas, referred to here as the "Corporation," and the undersigned entity and persons being all of the Shareholders of The Vision Source, Inc., collectively referred to herein as the Shareholders.

RECITALS

1. All of the Corporation's issued and outstanding shares of stock are owned by the Shareholders.
2. The Corporation has been continuously engaged for more than five years in the active conduct of business.
3. The Corporation and the Shareholders deem it advisable that the Corporation reorganize its business such that the franchising business of the Corporation be conducted by a new Texas limited partnership named Vision Source Franchising L.P., and the cooperative marketing business of the Corporation be conducted by a new Texas corporation named Vision Source Marketing, Inc.

In consideration of the mutual covenants set forth here, the parties agree as follows:

SECTION I.

ORGANIZATION OF NEW LIMITED PARTNERSHIP

The Corporation shall cause a new Texas limited partnership called Vision Source Franchising L.P. to be organized, to which all off the franchising assets and business shall be transferred as described in Section II. Vision Source Franchising L.P. shall have the capitalization and powers described in the copy of its Certificate of Limited Partnership attached to this Agreement.

SECTION II.

TRANSFER OF ASSETS TO NEW LIMITED PARTNERSHIP

The Corporation shall transfer to Vision Source Franchising L.P. all the assets used in the franchising business, which assets consist of the following:

(a) All right, title and interest in each and every service mark and trade name owned or used by The Vision Source, Inc., including but not limited to the VISION SOURCE service mark and trade name for which Federal registration issued by the United States Patent and Trademark Office under Reg. No. 1,738,869 and for which State registration has been issued by the Texas Secretary of State under Reg. No. 051178, the VISION TEAM service mark and trade name for which State registration has been issued by the Ohio Secretary of State under Reg. No. 1045887, and any and all other service marks, tradenames, trademarks, symbols, slogans, emblems, logos indicia, designs, and other distinguishing characteristics owned or used by The Vision Source, Inc.; and

(b) All right, title and interest in each and every Franchise Agreement owned by The Vision Source, Inc. for the license granted for the use of the VISION SOURCE or VISION TEAM service mark and trade name specified above; and

(c) All real and personal property owned and used by The Vision Source, Inc.;

(d) All trade secrets and all proprietary information owned or used by The Vision Source, Inc. and all other assets, tangible and intangible, used in the conduct of the business operations of The Vision Source, Inc., excepting only those assets being transferred to Vision Source Marketing, Inc. as hereinafter provided;

Such transfer of assets is conditioned upon the assumption by Vision Source Franchising L.P. of that certain note payable to TLC Capital Corporation, together with all other liabilities and obligations of The Vision Source, Inc. as of the closing date. Vision Source Franchising L.P. agrees to execute such other documents on or after the closing date that may be necessary for the transfer and assumption of the note payable to the TLC Capital Corporation and all other liabilities and obligations of The Vision Source, Inc. as of the closing date.

SECTION III.

ISSUANCE OF PARTNERSHIP UNITS BY LIMITED PARTNERSHIP

Vision Source Franchising L.P. shall issue all of its Limited Partnership Units to the Corporation. The Corporation has agreed to redeem the shares of common stock of certain shareholders in accordance with that certain Stock Redemption Agreement of even date herewith.

SECTION IV.

ORGANIZATION OF NEW TEXAS CORPORATION

The Corporation shall cause a new Texas corporation called Vision Source Marketing, Inc. to be organized, to which all of the cooperative advertising funds of the Corporation shall be transferred as described in Section V. Vision Source Marketing, Inc. shall have the capitalization and powers described in the copy of its Articles of Incorporation attached to this Agreement.

SECTION V.

TRANSFER OF ASSETS TO NEW TEXAS CORPORATION

The Corporation shall transfer to Vision Source Marketing, Inc. all the assets used in the cooperative advertising business, which assets consist of the following:

(a) All right, title and interest in each and every bank account holding any cooperative advertising funds of the various cooperative advertising groups set up in accordance with the Franchise Agreements of the Corporation and its franchisees.

Such transfer of assets is conditioned upon the assumption by Vision Source Marketing, Inc. of any and all liabilities and obligations of the various cooperative advertising groups as of the closing date. Vision Source Marketing, Inc. agrees to execute such other documents on or after the closing date that may be necessary for the transfer and assumption of the liabilities and obligations of The Vision Source, Inc., with respect to the cooperative advertising groups, as of the closing date.

**SECTION VI.
ISSUANCE OF STOCK BY NEW CORPORATION**

The Corporation shall cause all of the issued and outstanding capital stock of the Vision Source Marketing, Inc. to be issued to Vision Source Franchising L.P.

**SECTION VII.
BINDING EFFECT OF AGREEMENT**

All provisions of this Agreement shall survive the closing date and be binding on and inure to the benefit of the successors, assigns and legal representatives of the parties.


**SECTION VIII.
INSTRUMENT CONTAINS ENTIRE AGREEMENT OF PARTIES**

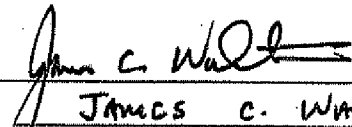
This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, except those written agreements contemplated under this Agreement or not inconsistent with the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement is effective as of May 1, 2003.


CORPORATION:
THE VISION SOURCE, INC.,
A TEXAS CORPORATION

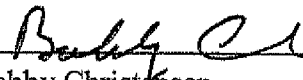
CORPORATE SHAREHOLDER
TLC CAPITAL CORPORATION,
A DELAWARE CORPORATION

By: 
Name: Glenn D. Ellisor
Title: President
Date Executed: 4-30-03

By: 
Name: JAMES C. WACHTMAN
Title: PRESIDENT / C.O.O.
Date Executed: 4/30/03
Shares Owned: 1,000

INDIVIDUAL SHAREDHOLERS

By: 
Name: Glenn D. Ellisor
Date Executed: 4-30-03
Shares Owned: 183,5294

By: 
Name: Bobby Christensen
Date Executed: 4-30-03
Shares Owned: 177,7451

INDIVIDUAL SHAREHOLDERS

By: Tracy L. Moody
Name: Tracy L. Moody
Date Executed: 4/30/03
Shares Owned: 177,7451

By: John A. McCall, Jr.
Name: John A. McCall, Jr.
Date Executed: 4-30-03
Shares Owned: 163,0392

By: Robert D. Houdek
Name: Robert D. Houdek
Date Executed: 04/30/03
Shares Owned: 82,3529

By: David DeGeorge
Name: David DeGeorge
Date Executed: 4-30-03
Shares Owned: 61,4706

By: Clairice D. Ellisor
Name: Clairice D. Ellisor
Date Executed: 4/30/03
Shares Owned: 61,4706

By: Nancy Frazier
Name: Nancy Frazier
Date Executed: 4/30/03
Shares Owned: 24,0196

By: Mary McQuaid
Name: Mary McQuaid
Date Executed: 4/30/03
Shares Owned: 29,4118



Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

VISION SOURCE FRANCHISING L.P.
Filing Number: 800197669

The undersigned, as Secretary of State of Texas, hereby certifies that a certificate of limited partnership for the above named limited partnership has been received in this office and filed as provided by law on the date shown below.

Accordingly, the undersigned, as Secretary of State hereby issues this Certificate evidencing the filing in this office.

Dated: 04/28/2003

Effective: 04/28/2003



A handwritten signature in cursive script that reads "Gwyn Shea".

Gwyn Shea
Secretary of State

CERTIFICATE OF LIMITED PARTNERSHIPFILED
In the Office of the
Secretary of State of Texas

OF

APR 28 2003

VISION SOURCE FRANCHISING L.P.

Corporations Section

ARTICLE I.**NAME**

The name of the Limited Partnership is VISION SOURCE FRANCHISING L.P.

ARTICLE II.**REGISTERED AGENT AND OFFICE**

The street address of the Limited Partnership's initial registered office is 4201 FM 1960 West, Suite 235, Houston, Harris County, Texas 77068, and the name of its initial registered agent in Texas at such address is CURTIS J. DOMINGUE, JR.

ARTICLE III.**PURPOSE**

The purpose or purposes for which this Limited Partnership is organized are the transaction of any and all lawful business for which limited partnerships may be organized under the Texas Revised Limited Partnership Act.

ARTICLE IV.**PRINCIPAL OFFICE**

The street address of the principal office in the United States where records of the Limited Partnership are to be kept or made available is 1849 Kingwood Drive, Kingwood, Harris County, Texas 77339.

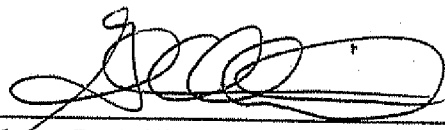
**ARTICLE V.
GENERAL PARTNER**

The name, the mailing address, and the street address of the business or residence of each general partner is as follows:

<u>General Partner</u>	<u>Mailing Address</u>	<u>Street Address</u>
Vision Source Management L.L.C	1849 Kingwood Drive Kingwood, Texas 77339	1849 Kingwood Drive Kingwood, Texas 77339

IN WITNESS WHEREOF, I, in my capacity as a manager of the undersigned General Partner, have executed this Certificate of Limited Partnership on this 24th day of April, 2003.

VISION SOURCE MANAGEMENT L.L.C.,
A TEXAS LIMITED LIABILITY COMPANY

by: 
Glenn D. Ellisor, President