

06-15-2006

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



103231402

To the Director of the U. S. Patent and Trademark Office, _____ documents or the new address(es) below.

1. Name of conveying party(ies):

Freeport Financial, LLC, as Agent

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 8, 2006

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: America's Best Contacts & Eyeglasses, Inc.

Internal Address: _____

Street Address: 7255 Crescent Boulevard

City: Pennsauken

State: New Jersey

Country: USA Zip: 08110

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Delaware

Other _____ 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)

B. Trademark Registration No.(s)

2,657,065

2,632,918

Additional sheet(s) attached? Yes No

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

See attached Schedule

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

Name: Gayle D. Grocke

Internal Address: Latham & Watkins LLP

Street Address: 233 S. Wacker Drive, Suite 5800

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-993-2622

Fax Number: 312-993-9767

Email Address: _____

6. Total number of applications and registrations involved:

65.00

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- 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 _____

Authorized User Name _____

9. Signature:

Signature

6/13/2006

Date

Gayle D. Grocke

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

06/15/2006 DBYRNE 00000027 2657065

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP
03 FC:8523 120.00 OP

Schedule I to Release of Trademarks

<u>Trademark Registration</u>	<u>Registration No.</u>	<u>Owner</u>
OUTPOST	2,657,065	America's Best Contacts & Eyeglasses, Inc.
SPADA	2,632,918	America's Best Contacts & Eyeglasses, Inc.

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of June 8, 2006 by Freeport Financial, LLC, as Agent ("Agent").

WHEREAS, Agent and America's Best Contacts & Eyeglasses, Inc., a Delaware corporation ("Grantor"), entered into that certain Trademark Security Agreement, dated as of September 1, 2005 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted Agent a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Grantor to Agent (the "Obligations");

WHEREAS, Agent recorded the Trademark Security Agreement on September 6, 2005 at Reel 003154, Frame 0892 in the United States Patent and Trademark Office; and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that Agent release its security interests in the Trademarks.

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

Agent hereby fully releases and terminates its security interests in and liens on the Trademark Collateral (as defined in the Trademark Security Agreement), including:

(a) all of Grantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Grantor's business connected with or symbolized by Trademarks; and


(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

Agent further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Signature page follows]

IN WITNESS WHEREOF, Agent has caused this Release of Trademarks to be duly executed as of the day and year first above written.

FREEMPORT FINANCIAL, LLC, AS AGENT

By: 
Name: Chad Blakeman
Title: Authorized Signatory

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