

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OptiCare Eye Health Centers, Inc.		06/30/2006	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	OptiCare Managed Vision Inc.
Street Address:	7711 Carondelet, Suite 800
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1780665	OPTICARE
Registration Number:	1956271	OPTICARE
Registration Number:	2002377	OPTICARE
Registration Number:	1963173	OPTICARE
Registration Number:	2333403	KEEPING YOU AHEAD OF THE CURVE
Registration Number:	2472979	
Registration Number:	2756547	

CORRESPONDENCE DATA

Fax Number: (312)660-0471
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-861-6371
 Email: rprescan@kirkland.com
 Correspondent Name: Renee Prescan
 Address Line 1: 200 E. Randolph Drive
 Address Line 2: Kirkland & Ellis LLP

CH \$190.00 1780665

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40540-13 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	12/11/2006

Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 30, 2006 ("Effective Date") by and between **OptiCare Eye Health Centers, Inc.**, a Connecticut corporation, with its principal office at 87 Grandview Avenue, Waterbury, Connecticut 06708 ("Assignor"), and **OptiCare Managed Vision Inc.**, a Delaware corporation, with its principal office at 7711 Carondelet, Suite 800, St. Louis, Missouri 63105 ("Assignee").

WHEREAS, Assignor is a subsidiary of OptiCare Health Systems, Inc.

WHEREAS, OptiCare Health Systems, Inc. and Assignee are parties to that certain Stock Purchase Agreement dated April 24, 2006 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to accept, all right, title and interest in the United States trademark registrations set forth on Schedule A attached hereto and the unregistered trademarks set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

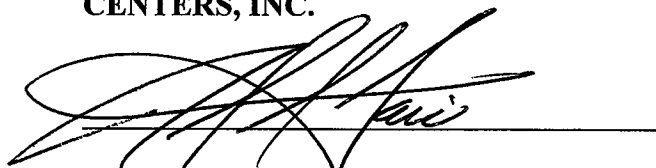
Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

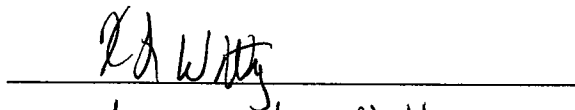
**OPTICARE EYE HEALTH
CENTERS, INC.**



Name: David Gaio

Title: President

OPTICARE MANAGED VISION, INC.



Name: Karey L. Witty

Title: Director

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Status	Trademark/Service Mark	File Date	Serial No.	Issue Date	Reg. No.
Registered	OPTICARE	3/14/1988	73/716,453	7/6/1993	1780665
Registered	OPTICARE	3/17/1995	74/648,278	2/13/1996	1956271
Registered	OPTICARE	3/20/1995	74/648,999	9/24/1996	2002377
Registered	OPTICARE	3/20/1995	74/648,998	3/19/1996	1963173
Registered	KEEPING YOU AHEAD OF THE CURVE*	7/12/1999	75/747,857	3/21/2000	2333403
Registered	MISCELLANEOUS CURVE DESIGN*	11/12/1999	75/847,025	7/31/2001	2472979
Registered	MISCELLANEOUS CURVE DESIGN*	11/10/1999	75/846,016	8/26/2003	2756547

SCHEDULE B

UNREGISTERED TRADEMARKS

CLAIM IT

“WORKING AT THE SPEED OF SIGHT”

“THE NEXT GENERATION IN EYE CARE”