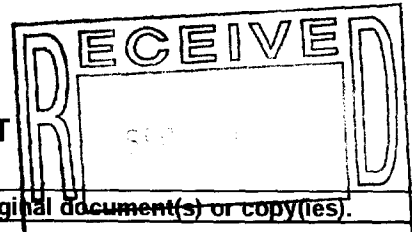


09-10-1998



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TRADEMARKS ONLY



MEG 9-8-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/10/1998 SSMITH 00000022 75102269

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
100.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1784 FRAME: 0757

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75102269"/>	<input type="text" value="75102271"/>	<input type="text" value="75102272"/>	<input type="text" value="2043766"/>	<input type="text" value="2110447"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Barbara Hoecklin
Name of Person Signing


Signature

9-4-1998
Date Signed

ASSIGNMENT OF SECURITY INTEREST

This is an assignment dated as of September 2, 1998 by First Fidelity Private Capital, Inc., a Pennsylvania corporation having its principal office at 190 River Road, NJ 3126, Summit, NJ 07901 ("Assignor") to The Dime Savings Bank of New York, FSB, a Federal Savings Bank having an office at 589 Fifth Avenue, New York, NY 10017 ("Assignee").

WHEREAS, pursuant to that certain trademark and patent collateral assignment and security agreement dated April 29, 1998 between Assignor and Case Holdings Inc., a Delaware company ("Trademark and Patent Collateral Assignment and Security Agreement") attached hereto as an Exhibit C, Assignor holds a security interest in certain Trademarks (listed on Exhibit A hereto), Patents (listed on Exhibit B hereto) and Licenses, as these terms are defined in the Trademark and Patent Collateral Assignment and Security Agreement (together, "Intellectual Property Rights"); (references hereinafter to "Trademarks", "Patents" and "Licenses" shall have the meaning given such terms in the Trademark and Patent Collateral Assignment and Security Agreement); and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to said security interest in the Intellectual Property Rights together with all the goodwill associated with and symbolized by the Intellectual Property Rights;

NOW, THEREFORE, intending to be legally bound and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby

sells and assigns to Assignee, its successors and assigns, and Assignee hereby accepts the sale and assignment of, all of Assignor's right, title and interest in and to the said Intellectual Property Rights, including the Patents, Trademarks and Licenses, together with all the goodwill associated with and symbolized by the Intellectual Property Rights, the same to be held and enjoyed by Assignee, its successors and assigns as it would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor hereby represents and warrants that Assignor has not and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein, and Assignor binds itself and its executors, administrators and legal representatives, as the case may be, to execute and deliver to Assignee, its successors and assigns, any further documents or instruments and do any and all further acts as Assignee may deem necessary to record and enforce its rights hereunder.

Assignor further covenants and agrees, in consideration of these premises, that Assignor, its successors and assigns, will, at any time, upon request, communicate to Assignee, its successors and assigns, any facts relating to Intellectual Property Rights and the history thereof, known to Assignor or Assignor's successors and assigns, and will testify as to the same in any interference or other litigation when requested so to do by Assignee, its successors and assigns, it being understood that Assignee will compensate Assignor for the expenses reasonably incurred in complying with said requests.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall be deemed to constitute a single document.

First Fidelity Private Capital, Inc.

By: 

Name: *STEPHEN M. LANE*
Title: *PRESIDENT*

The Dime Savings Bank of New York, FSB

By: _____

Name:
Title:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall be deemed to constitute a single document.

First Fidelity Private Capital, Inc.

By: _____
Name:
Title:

The Dime Savings Bank of New York, FSB

By: Anthony R. Burriesci
Name: Anthony R. Burriesci
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF NEW YORK)

) SS:

COUNTY OF NEW YORK)

On the 2ND day of September, 1998 before me personally appeared STEPHEN M. LANE, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as PRESIDENT of First Fidelity Private Capital, Inc., who being by me duly sworn, did depose and say that he is the PRESIDENT of First Fidelity Private Capital, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

THOMAS A. SCOTT
Notary Public, State of New York
No. 41-4792491
Qualified in Queens County
Certificate Filed in New York County
Commission Expires August 31, 19 99

(Seal)

My commission expires:

08/31/99

TRADEMARKS

Registered Mark: Night Vision
Registered Number: 2,043,766
Date of Registration: March 11, 1997

Registered Mark: Originals Stand Alone
Registered Number: 2,110,447
Date of Registration: November 4, 1997

Abandoned Trademarks Serial Numbers

Cases With Vision 75/102,269
Lunasee 75/102,271
Swish Symbol 75/102,272

PATENTS

Pending Patent Application

Application Number: 08/680,186
Titled: Optical Case With Separate
Compartments