



Tab Settings

To the Honorable Commissioner of F

101029085

ached original documents or copy thereof

1. Name of conveying party(ies):

California Optical Corp.
2992 Alvarado Street
San Leandro, CA 94577

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

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

3. Nature of conveyance:

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

Execution Date: March 15, 1999

2. Name and address of receiving party(ies)

Name NationsCredit Commercial Corporation

Internal Address: _____

Street Address: 187 Danbury Road

City: Wilton State: CT ZIP: 06897

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

If assignee is not domiciled in the United States, a domestic representative designation attached? Yes No

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

75-376,383

B. Trademark Registration No.(s)

145,872

Additional numbers attached? Yes No

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

Name: Jackie Lee

Internal Address: Access Information Services, Inc.

Street Address: 1773 Western Avenue

City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

05/03/1999 DMSOYER 00000208 145872

DO NOT USE THIS SPACE

01 FD-481 40.00 DP
02 FD-482 25.00 DP

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 and correct copy of the original document.

Craig Gilgallon
Name of Person Signing

[Signature]
Signature

Total number of pages including cover sheet, attachments, and document: 6

3-19-99

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

TRADEMARK
REEL: 1890 FRAME: 0942

4-29-99

COMPANY TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, California Optical Corp., a Delaware corporation (herein referred to as "**Grantor**"), owns the Trademark and Trademark registration listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, CalOptical Holding Corporation, certain lenders and NationsCredit Commercial Corporation are parties to a Credit Agreement of even date herewith (as the same may be amended and in effect from time to time among said parties and such lenders (the "**Lenders**") as may from time to time be parties thereto, the "**Credit Agreement**");

WHEREAS, pursuant to the terms of the Company Security Agreement dated as of March 16, 1999 (as said Agreement may be amended and in effect from time to time, the "**Security Agreement**") between Grantor and NationsCredit Commercial Corporation, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of the Security Agreement, the "**Grantee**"), Grantor has granted to Grantee for the ratable benefit of such secured parties, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Trademarks (as defined in the Security Agreement), Trademark registrations, together with any reissues, extensions or renewals thereof, Trademark applications and Trademark Licenses (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the other Financing Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter arising or acquired:

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(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application, including each Trademark, Trademark registration, and/or Trademark application referred to in Schedule 1 annexed hereto;

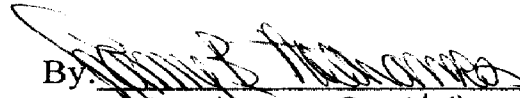
(ii) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed; and

(iii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, and any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


IN WITNESS WHEREOF, Grantor has caused this Company Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 16 day of March, 1999.

CALIFORNIA OPTICAL CORP.

By: 
Name: Larry B. Nathanson
Title: President and Chief Executive Officer

Acknowledged:

NATIONSCREDIT COMMERCIAL CORPORATION,
as Agent

By: 
Name: Stephen Wetter
Title: Vice President

STATE OF _____)
) : ss.:
COUNTY OF _____)

On the 16th day of March, 1999 before me personally came Larry B. Nathanson, to me personally known and known to me to be the person described in and who executed the foregoing instrument as chief executive officer of CALIFORNIA OPTICAL CORP., who being by me duly sworn, did depose and say that he resides at San Leandro, California; that he is chief executive officer of CALIFORNIA OPTICAL CORP., 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.

Sharon M. Fadeluski
Notary Public

Notary Public, State of Illinois

My commission expires:

TRADEMARK REGISTRATIONS

<u>U.S. Trademark No.</u>	<u>Registration Date</u>	<u>Description</u>
75-376,383	10/20/97 (date of filing; registration is pending)	"Glass Pak"
145,872	08/11/87	"Sunvisor"

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