

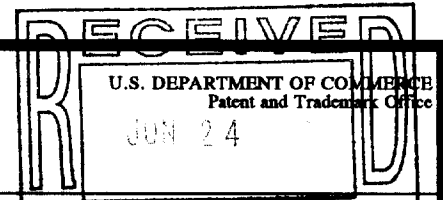
06-28-1999

MRD
6-24-99



101077236

FR SHEET
Y



To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Advance Acquisition Company**

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

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

2. Name and address of receiving party(ies):
Name: NationsBank N.A.
Internal Address: 901 Main Street 7th Floor, Dallas, Texas 75283-1000
Street Address: 901 Main Street 7th Floor, Dallas, Texas 75283-1000

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designation must be a separate document from Assignment)

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 24, 1998

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

A. Trademark Application No.(s)
75/312,980
75/499,652

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

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

Name:
K. KaRan Reed

Street Address:
Jenkins and Gilchrist P.C.
1100 Louisiana Street, Suite 1800
Houston, Texas 77002

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.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: 10-0447
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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 copy of the original document.

K. KaRan Reed [Signature] 6/18/99
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 7

06/25/1999 MTHA11 00000254 75312980
01 FC:481 40.00 OP
02 FC:482 25.00 OP

Date of Deposit June 18, 1999

I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box ASSIGNMENT, Washington, D.C. 20231.

Sallie Carlisle
Sallie Carlisle

TRADEMARK SECURITY AGREEMENT

(Advance)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between ADVANCE ACQUISITION COMPANY ("Advance"), and NATIONSBANK, N.A. dba Bank of America, National Association, a national banking association ("Secured Party"), acting in its capacity as Administrative Agent for the lenders party to that certain Credit Agreement dated as of June 24, 1998 (as amended by that certain First Amendment to Credit Agreement dated effective as of October 24, 1998, and as the same may be further amended, restated, or otherwise modified, the "Credit Agreement") among ORG Operating Company, Secured Party, NationsBanc Montgomery Securities LLC and each of the "Lenders" party thereto.

RECITALS:

A. Advance and Secured Party are parties to that certain Pledge and Security Agreement, dated as of June 24, 1998 (as amended, restated or otherwise modified, the "Security Agreement"; all terms defined in the Security Agreement, whenever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Advance has granted to Secured Party a lien and security interest in all General Intangibles of Advance, including, without limitation, all of Advance's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Advance's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Advance hereby grants to Secured Party a lien and continuing security interest in all of Advance'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 created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, to the extent assignable, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and


(3) all products and proceeds of the foregoing, including, without limitation, any claim by Advance against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and

ACKNOWLEDGMENT

STATE OF North Carolina)
)
COUNTY OF Mecklenburg)

This instrument was acknowledged before me this 1st day of June, 1999, by Charles R. Tutterow, as Vice President of Advance Acquisition Company, on behalf of such company.

{Seal}


Notary Public in and for the State of NC

My commission expires: My Commission Expires August 14, 2000

THOMAS H. SCHNITZLEIN

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ___ day of _____, 199__, by _____, as _____ of NationsBank, N.A.dba Bank of America, National Association, a national banking association, on behalf of such bank.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Joinder Agreement.

Advance hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Joinder Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Advance has caused this Agreement to be duly executed by its duly authorized officer as of the 1st day of June, 1999.


Advance:

ADVANCE ACQUISITION COMPANY

By: _____
Name: _____
Title: _____

SECURED PARTY:

NATIONSBANK, N.A., dba Bank of America,
National Association,
as Administrative Agent

By:  _____
Name: Todd M Burns
Title: Vice President

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this __ day of _____, 199__, by _____, as _____ of Advance Acquisition Company, on behalf of such company.

{Seal}

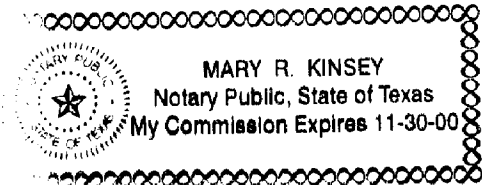
Notary Public in and for the State of _____

My commission expires: _____

STATE OF Tx)
)
COUNTY OF Dallas)

This instrument was acknowledged before me this 2 day of June, 1999, by Jeanne Burns, as Mrs of NationsBank, N.A.dba Bank of America, National Association, a national banking association, on behalf of such bank.

{Seal}



Mary Kinsey

Notary Public in and for the State of Tx

My commission expires: _____

Schedule 1
to Trademark
Security Agreement

FEDERAL TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
M.B. Optical, Ltd. dba Advance Lens Lab (to be transferred to Advance)	USA	Acces Vision Management (service mark)	75/312980	6/23/97	Application suspended	Eye Care Program
M.B. Optical, Ltd. dba Advance Lens Lab (to be transferred to Advance)	USA	Eyeconnect Lens Automation Processing (service mark)	75/499652	6/10/98	Application pending	Computerized Ordering System for Lens

STATE TRADEMARKS

Owner of Record	Trademark	State	No.	Filing Date
M.B. Optical, Ltd. dba Advance Lens Lab (to be transferred to Advance)	Advance Lens Lab (tradename)	Ohio	05518-1110	5/3/96

TRADEMARK LICENSES

Agreement	Parties	Date of Agreement
VSP Laboratory Agreement	Advance and VSP	9/8/98
Varilux Five Year Distributor Agreement	Advance and Essilor of America, Inc.	12/28/98