

07-26-1999

FORM PTC-159  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



7-23-99  
Tab settings → → →

101101067

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

1. Name of conveying party(ies):  
**Biocompatibles Eyecare Inc.**  
 1215 Boissevain Avenue  
 Norfolk, Virginia 23507

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

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

2. Name and address of receiving party(ies):  
 Name: Century Business Credit Corporation

Internal Address: \_\_\_\_\_  
 Street Address: 119 West 40<sup>th</sup> Street  
 City: New York State: NY ZIP: 10018

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other

Execution Date: July 9, 1999

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State New York  
 Other -  
 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)  
 Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
SEE ATTACHED A

B. Trademark registration No.(s)  
SEE ATTACHED A

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Federal Research Corp.  
 1  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 400 Seventh Avenue, N.W.  
Suite 101  
 City: \_\_\_\_\_ State: DC ZIP: 20004 LEM

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): ..... \$90.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

07/26/1999 MTHAI1 00000088 73354600 DO NOT USE THIS SPACE  
 01 FC:481 40.00 OP  
 02 FC:482 50.00 OP

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*

Daphne E. Schmitt                      [Signature]                      July 15, 1999  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments and document: 4

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated as of July 9, 1999, by and between BIOCOMPATIBLES EYECARE INC. and CENTURY BUSINESS CREDIT CORPORATION.

<u>MARK</u>	<u>GOODS/SERVICES</u>	<u>SERIAL NO.</u>	<u>DATE</u>	<u>COUNTRY</u>
HYDROSIGHT	Contact Lenses	73-354,600	03/15/82	USA
		1,274,888 (1)	04/24/84	
EMBRYO	Container For	73-169-422	05/08/78	USA
	Supporting Optical Lenses	1,144,805 (2)	12/30/80	
AMSOFTIN	Contact Lenses	73-334,999	11/02/81	USA
		1,217,392 (3)	11/23/82	

**TRADEMARK ASSIGNMENT OF SECURITY**

WHEREAS, Biocompatibles Eyecare Inc., a corporation formed under the laws of Delaware, located at 1215 Boissevain Avenue, Norfolk, Virginia 23507 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Century Business Credit Corporation ("Lender") located at 119 West 40<sup>th</sup> Street, New York, New York 10018, pursuant to (i) a certain Loan and Security Agreement, dated as of June 25, 1999, between Lender and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.


Borrower and Lender expressly acknowledge and affirm that the rights and remedies of Lender and other respective rights and obligations of the parties with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements, and that this Assignment is made pursuant and subject to the Agreements.

Dated: New York, New York  
July 9, 1999

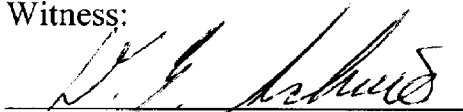
Witness:



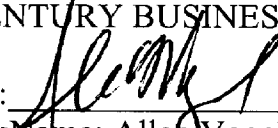
BIOCOMPATIBLES EYECARE INC.

By:   
Name: Gary Bunch  
Its: Treasurer

Witness:



CENTURY BUSINESS CREDIT CORPORATION

By:   
Name: Allen Vogel  
Its: Senior Vice President

STATE OF VIRGINIA        )  
CITY                        : SS.:  
COUNTY OF Norfolk    )

On this 9th day of July, 1999, before me personally came Gary Bunch, to me known, who, being by me duly sworn, did depose and say that he is the Treasurer of Biocompatibles Eyecare Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

My commission expires:  
6/30/2001

Kelly A. Brown  
Notary Public

STATE OF NEW YORK        )  
                                      : SS.:  
COUNTY OF NEW YORK    )

On this 14 day of July, 1999, before me personally came Allen Vogel, to me known, who, being by me duly sworn, did depose and say that he is the Senior Vice President of Century Business Credit Corporation, the corporation described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said corporation.

Linda Kurz  
Notary Public

**Linda Kurz**  
**Notary Public, State of New York**  
**No 01KU5033942**  
**Qualified in Bronx County**  
**Commission Expires: 9/26/00**