

10-26-1999

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



101185129

10/22/99

RECORDATION FORM COVER SHEET  
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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

Execution Date  
Month Day Year

Name

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

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.)

Citizenship/State of Incorporation/Organization

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40.00 DP

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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: 001979 FRAME: 0358

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Carolyn E. Knecht, Esq.

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) \_\_\_\_\_

Address (line 4) \_\_\_\_\_

Correspondent Name and Address

Area Code and Telephone Number 3127552557

Name Carolyn E. Knecht, Esq.

Address (line 1) Foley & Lardner

Address (line 2) 330 North Wabash Avenue, Suite 3300

Address (line 3) Chicago, IL 60611-3608

Address (line 4) \_\_\_\_\_

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 1

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)


<u>1319993</u>		

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.) # 06-1450

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.

Carolyn E. Knecht

Name of Person Signing

Carolyn E. Knecht  
Signature

Oct. 19, 1999

Date Signed

PURCHASE AGREEMENT

This AGREEMENT is made and signed the 11 day of November, 1991 by and between Dial A Contact Lens Inc. with its principal place of business located at 470 Nautilus Street, Suite 209 La Jolla California 92037 hereinafter referred to as DAC and ALPAUL INC. the sole owner of EYE CONTACT, a division of Alpaul Inc. with his principal place of business located at 404 Humboldt Street Manhattan, KS 66502 and it's president being Dr. Paul E. Bullock, hereinafter referred to as EYE CONTACT. (individually, a PARTY and together, the PARTIES.)

RECITALS

WHEREAS, DAC is an established contact lens business and distributor which markets and sells contact lenses through its telephone/mail order system to persons who provide a valid prescription.

WHEREAS, Dr. Bullock owns and operates EYE CONTACT, a separate division of Alpaul Inc.. EYE CONTACT is an established contact lens business and distributor which markets and sells contact lenses through his telephone/mail order system to at least 2,000 persons who have provided a valid prescription to EYE CONTACT. This AGREEMENT is made regarding the division EYE CONTACT and no other part of Alpaul Inc..

THEREFORE, in consideration of the mutual covenants contained herein, the PARTIES hereby agree to the following:

1 Dr. Bullock shall provide to DAC all records, electronic, printed and otherwise of all patients (at least 2,000 patients) on file with Eye Contact and any other information pertinent to the operation of EYE CONTACT. Should the records be of a number less than 2,000 patients the amount of this contract shall be amended to an amount equal to \$10.00 per valid patient.

2 The trademark registration for the name and design "EYE CONTACT" shall be transferred to DAC, from the date of inception of this contract.

3 The AT&T WATS telephone number, 800 255-2020, shall be transferred to DAC, from the date of inception of this contract. All billing responsibility prior to the contract date shall be assumed by Dr. Bullock and billing for the period after the contract date including the transfer cost will be assumed by DAC.

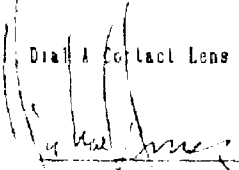
4 Dr. Bullock agrees to be a consulting doctor for DAC for a period of one year from the inception of this contract with any extension to be agreed upon by the PARTIES. DAC shall compensate Dr. Bullock for any debt approved in writing by DAC he should incur while serving in the capacity of Consultant for DAC. Dr. Bullock shall not enter into any contracts, speak for DAC, or furnish to any persons any trade, marketing, or other business information provided by DAC unless approved in writing by DAC.

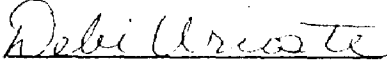
5 Dr. Bullock agrees to not enter into or develop a Contact lens business other than DAC or his current practice for a period of three years from the date of his release as consultant for DAC.

DAC shall provide \$2,000.00 at the time of the signing of this agreement and \$2,000.00 on the 10th day of each month thereafter for nine months in complete compensation for provisions 1 through 5 of this agreement to Dr. Bullock. DAC shall pledge stock inventory of contact lenses at DAC as collateral for the amount due. Unless otherwise agreed upon in writing any payment due by DAC that is more than 14 days late will cause the balance of the contract to come due immediately. If a payment is more than 7 days late DAC will be notified so that DAC may track and rectify any accounting or delivery problems and reissue the appropriate compensation.

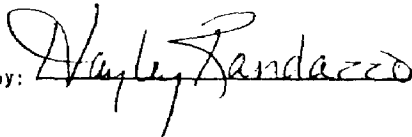
DAC shall not be responsible for any debts or legal action of any kind incurred by Dr. Bullock, ALPAUL INC., or Eye Contact. Dr. Bullock or ALPAUL INC. shall not be responsible for any debts or legal action of any kind incurred by DAC before the commencement of this contract

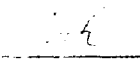
Any controversy or claim regarding or relating to this AGREEMENT, or breach thereof shall be settled by arbitration and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction there.

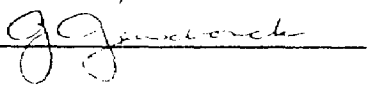
Dial A Contact Lens Inc.  


Witnessed by: 

BY: Michael Anthony Ames  
ITS: General Manager

Witnessed by: 

Alpaul Inc.  
Alpaul Inc.  


Witnessed by: 

BY: Dr. Paul E. Bullock  
ITS: President

Witnessed by: 