

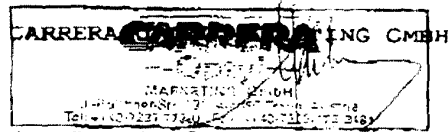
**TRADEMARK REGISTRATIONS BEING ASSIGNED FROM
CARRERA EYEWEAR CORPORATION (a New Jersey corporation)
TO CARRERA OPTYL MARKETING GmbH.**

NO.	TRADEMARK	REG. NUMBER
1	VIENNALINE	717,858
2	SUNJET (Stylized)	836,703
3	CARRERA	855,063
4	CARRERA	922,410
5	Double Wave Design	929,543
6	OPTYL	929,987
7	CARRERA EVERCLEAR	964,143
8	TERRI BROGAN	1,053,880
9	C CARRERA (Stylized)	1,073,680
10	CARRERA	1,073,681
11	C (Stylized)	1,086,967
12	OPTYL MEMORY	1,093,666
13	C (Stylized)	1,194,228
14	CARREAR	1,223,439
15	C & CARRERA (Stylized)	1,230,950
16	C & Design	1,232,592
17	CARREAR	1,258,309
18	C-REFLEX	1,386,700
19	C & Oval Shield Design	1,454,069
20	C & Triangular Shield Design	1,458,093
21	C & CARRERA (Stylized)	1,533,858
22	C (Stylized)	1,684,537
23	CARRERA	1,691,740
24	C CARRERA Stylized	1,694,609
25	SUNJET (Stylized)	1,875,907
26	CARRERA	1,908,469

APPOINTMENT OF DOMESTIC REPRESENTATIVE

The firm of McDERMOTT, WILL & EMERY, whose postal address is 600 13th Street, N.W. Washington, D.C. 20005-3096, is hereby designated Registrant's representative upon whom notice may be served in proceedings affecting the trademarks and federal registrations thereof as identified in Schedule A.

Respectfully submitted,



By: Dr. Stefano Colombo
Managing Director

Date: March 30, 1998

ASSIGNMENT

PART 1. INTRODUCTION AND REPRESENTATIONS

1.01 **THIS ASSIGNMENT** is entered into and made effective, *nunc pro tunc*, as of July 1, 1996.

1.02 **ASSIGNOR** is Lunex Industries, Inc., formerly, prior to a change of corporate name, "Carrera Eyewear Corporation", a New Jersey corporation, with a principal place of business at 10 Volvo Drive, Rockleigh, New Jersey 07647 and having previously had its principal place of business at 35 Maple Street, Norwood, New Jersey 07648 (hereinafter referred to as "**ASSIGNOR**")

1.03 **ASSIGNEE** is Carrera Optyl Marketing GmbH, an Austrian company having its principal place of business in Traun, Austria (hereinafter referred to as "**ASSIGNEE**").

1.04 **ASSIGNOR** represents to **ASSIGNEE** that:

- (1) by reason of its own adoption, use and registration of certain trademarks to identify its goods and to distinguish them from its competitors, and
- (2) by reason of an assignment from Optyl Eyewear Fashion International Corporation, a New York corporation, and
- (3) by reason of an assignment from that same corporate entity subsequent to its change of corporate name to "Carrera Eyewear Corporation",

ASSIGNOR is, as of the effective date of this assignment, the owner of all right, title and interest in and to the registered trademarks identified in Schedule A attached hereto and incorporated herein by reference, and of the goodwill of the business symbolized thereby and the registrations thereof in the United States Patent and Trademark Office and in the Canadian Patent Office as identified in said Schedule A (hereinafter said trademarks, the goodwill of the business symbolized thereby and the said registrations thereof shall be referred to as the "**CARRERA TRADEMARKS**").

1.05 **ASSIGNOR** represents to **ASSIGNEE** that **ASSIGNOR** is:

- (1) by reason of an assignment from Optyl Eyewear Fashion International Corporation, a New York Corporation, and
- (2) by reason of an assignment from that same corporation entity subsequent to its change of corporate name to "Carrera Eyewear Corporation", and
- (3) by reason of an assignment from the designer/inventor Adolf Luzlbauer of Vienna, Austria,

the owner of all right, title and interest in and to the United States Letters Patent in Schedule B attached hereto and incorporated herein by reference (hereinafter said Letters Patent and the designs and inventions claimed therein shall be referred to as the "**CARRERA PATENTS**")

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PART 2. ASSIGNMENT

2.1 **NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the payment to **ASSIGNOR** of the sum of 2,000,000 DM, **ASSIGNOR** does herewith sell, assign, convey and transfer to **ASSIGNEE** any and all intellectual properties in which **ASSIGNOR** holds any right, title or interest throughout the world as of the effective date of this assignment, including, without exception:

- A. all right title and interest held by **ASSIGNOR** in and to the **CARRERA TRADEMARKS**, and the **CARRERA PATENTS**, together with
- (i) the right to sue for past infringement thereof, and
 - (ii) the right to recover damages for infringement thereof upon judgments entered in **ASSIGNEE**'s favor subsequent to the effective date of this assignment, and
 - (iii) the right to enforce any and all injunctions entered by any court prior to the effective date of this assignment against infringement of said trademarks and patents,
 - (iv) any reissue or reissues of the **CARRERA PATENTS** already granted or which may hereafter be granted and which may be held and enjoyed by **ASSIGNEE** for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which said Letters Patent of the United States are or may be granted or reissued as full and entirely as the same would have been held and enjoyed by **ASSIGNOR** if this assignment had not been made.
- B. all right title and interest held by **ASSIGNOR** in and to any trademarks rights under the common law of the various states of the United States, including, without exception, such rights as **ASSIGNOR** holds as of the effective date of this assignment in and to any trademarks which were previously registered in the United States Patent and Trademark Office, including, without exception, those formerly registered trademarks identified in Schedule C attached hereto and incorporated herein by reference, together with such goodwill of the business as may be symbolized thereby and:
- (i) the right to sue for past infringement thereof, and
 - (ii) the right to recover damages for infringement thereof upon judgments entered in **ASSIGNEE**'s favor subsequent to the effective date of this assignment, and
 - (iii) to enforce any and all injunctions entered by any court prior to the effective date of this assignment against infringement of said trademarks.
- C. all right title and interest held by **ASSIGNOR** as of the effective date of this Assignment in and to any copyrights throughout the world, including, without exception:
- (i) the exclusive right to reproduce such copyrighted works in any and all forms for the term of the copyrights, and any and all renewals and extensions thereof, and
 - (ii) the exclusive right to publish and distribute copies of such copyrighted works publicly, and

TRADEMARK

- (iii) the exclusive right to license and authorize others to do all of the foregoing,
- (iv) the right to register said copyrights in any and all jurisdictions throughout the world which permit the registration of copyrights, and
- (v) the right to register and renew any and all registrations of said copyrights in any and all jurisdictions throughout the world which permit the registration of copyrights, and
- (vi) the right to sue for past infringement thereof, and
- (vii) the right to recover damages for infringement thereof upon judgments entered in ASSIGNEE's favor subsequent to the effective date of this assignment, and
- (viii) the right to enforce any and all injunctions entered by any court prior to the effective date of this assignment against infringement of said copyrights.

- D.** all right title and interest held by ASSIGNOR in and to any trade dress rights under the United States Lanham Act and/or the common law of the various states of the United States, together with the goodwill of the business associated with said trade dress and
- (i) the right to sue for past infringement thereof, and
 - (ii) the right to recover damages for infringement thereof upon judgments entered in ASSIGNEE's favor subsequent to the effective date of this assignment, and
 - (iii) the right to enforce any and all injunctions entered by any court prior to the effective date of this assignment against infringement of said trade dress rights.


2.2 ASSIGNOR agrees to execute any and all further documents necessary to effectively transfer to Carrera Optyl Marketing GmbH any right, title and/or interest which ASSIGNOR owns or claims in any intellectual properties as of the effective date of this document of assignment.

PART 3. CONFIRMATION OF ASSIGNMENT

IN WITNESS WHEREOF, ASSIGNOR HAS CAUSED THIS ASSIGNMENT TO BE EXECUTED TO BE EFFECTIVE AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

**LUNEX INDUSTRIES, INC. (a New Jersey corporation)
Formerly CARRERA EYEWEAR CORPORATION**

BY: 
Christian Hammerl - Secretary

WITNESSED BY: 
Name: BERNARD T. WALD

DATE: NOV 15 1996

DATE: NOV. 15, 1996

SCHEDULE A

REGISTRATIONS IN THE UNITED STATES PATENT AND TRADEMARK OFFICE									
	MARK	FILED	SERIAL NO.	CLASS	ISSUED	REG. NO.	SEC.8	SEC.15	EXPIRES
T 1001	VIENNALINE	03/03/60	92,968	US 26	07/04/61	717,858	YES	YES	07/04/2001
T 1002	SAPHIRA	10/21/64	204,510	US 26	11/09/65	798,519	YES	YES	11/09/2005
T 1003	SUNJET	07/26/66	251,041	US 26	10/10/67	836,703	YES	YES	10/10/2007
T 1004	CARRERA	04/27/67	270,176	Int. 9	08/20/68	855,063	YES	YES	08/20/2008
T 1005	CARRERA	02/09/71	383,320	Int. 16	10/19/71	922,410	YES	YES	10/19/2001
T 1006	Double Wave Design	02/08/71	72/383,294	Int. 9	02/22/72	929,543	YES	YES	02/22/2002
T 1007	OPTYL	08/09/68	72/304,840	Int. 9	02/29/72	929,987	YES	YES	02/29/2002
T 1008	CARRERA EVERCLEAR	09/20/71	72/403,215	Int. 9	07/17/73	964,143	YES	YES	07/17/2003
T 1009	TERRI BROGAN	04/14/76	83,878	Int. 9	12/07/76	1,053,880	YES	YES	12/07/1996
T 1010	"B" Design	04/14/76	83,877	Int. 9	08/23/77	1,071,791	YES	YES	08/23/1997
T 1011	"C" CARRERA	12/06/76	108,684	Int. 25	09/20/77	1,073,680	YES	YES	09/20/1997
T 1012	CARRERA	12/06/76	108,685	Int. 25	09/20/77	1,073,681	YES	YES	09/20/1997
1012.1	"C" Design	12/06/76	108,683	Int. 25	03/07/78	1,086,967	YES	NO	03/07/1998
T 1013	OPTYL MEMORY	08/10/77	137,111	Int. 9	06/20/78	1,093,666	YES	YES	06/20/1998
T 1014	"C" Design	05/27/80	263,691	9 & 25	04/27/82	1,194,228	YES	YES	04/27/2002
T 1015	PHANTOM	01/16/81	293,320	Int. 9	07/20/82	1,201,852	YES	YES	07/20/2002
T 1016	TURBO	01/16/81	293,319	Int. 9	11/02/82	1,214,715	YES	YES	11/02/2002
T 1017	CARRERA	03/11/82	353,997	Int. 16	01/11/83	1,223,439	YES	YES	01/11/2003
T 1018	"C" CARRERA	04/14/82	359,670	Int. 9	03/15/83	1,230,950	YES	YES	03/15/2003
T 1019	"C" Design	04/14/82	359,674	Int. 9	03/29/83	1,232,592	YES	YES	03/29/2003
T 1020	CARRERA	05/27/80	263,762	9,25,28	11/22/83	1,258,309	YES	YES	11/22/2003
T 1021	EXTREME C 100	08/26/85	555,400	Int. 9	03/18/86	1,386,699	YES	YES	03/18/2006
T 1022	C-REFLEX	08/26/85	555,401	Int. 9	03/18/86	1,386,700	YES	YES	03/18/2006
T 1023	Oval Shield	02/05/87	643,079	Int. 9	08/25/87	1,454,068	YES	YES	08/25/2007
T 1024	"C" & Oval Shield	02/05/87	643,084	Int. 9	08/25/87	1,454,069	YES	YES	08/25/2007
T 1025	"C" & Triangle Shield	02/05/87	643,037	Int. 9	09/22/87	1,458,093	YES	YES	09/22/2007
T 1026	"C" CARRERA	03/10/88	715,809	Int. 3	04/11/89	1,533,858	YES	YES	04/11/2009
T 1027	Case Design	05/12/88	73/727,915	Int. 9	06/12/90	1,600,412	YES	YES	06/12/2000
T 1028	OTC	04/16/90	74/049,384	Int. 28	12/03/91	1,667,215	Due In 96-97		
T 1029	"C" Design	06/10/91	74/174,575	Int. 28	04/28/92	1,684,537	Due In 97-98		
T 1030	CARRERA	06/10/91	74/174/547	Int. 28	06/09/92	1,691,740	Due In 97-98		
T 1031	"C" CARRERA	06/12/91	74/175,398	Int. 28	06/16/92	1,694,609	Due In 97-98		
T 1032	PANAMERICANA	12/10/91	74/229,541	Int. 9	04/26/94	1,833,159	Due In 99-00		
T 1033	SUNJET	07/09/90	74/076,547	Int. 14	01/24/95	1,875,907	Due In 00-01		
T 1034	CARRERA	02/22/94	74/493,158	Int. 18	08/01/95	1,908,469	Due In 00-01		

CANADIAN TRADEMARK REGISTRATIONS

FILE	MARK	Filed	Appl'n. No.	Class	Issued	Registration Number	Renewed
T1001	SAPHIRA (stylized)	01/20/66	294,519	Int. 9	11/10/66	TMA 147,977	11/10/81
T1009	TERRI BROGAN	09/21/76	402,405	Int. 9	06/20/80	TRADEMARK TMA 246,866	06/20/95

SCHERDULE B - PART ONE

FILE NO.	PATENT NO.	INVENTOR	APP. NO.	FILED	ISSUED	EXPIRES
D 1002	Des. 273,684	Dianitsch	212,901	Dec. 4, 1980	May 1, 1984	May 1, 1998
D 1003	Des. 274,437	Dianitsch	281,653	July 9, 1981	June 26, 1984	June 26, 1998
D 1004	Des. 274,438	Angerman et al.	300,004	Sep. 8, 1981	June 26, 1984	June 26, 1998
D 1005	Des. 274,531	Dianitsch	397,543	July 12, 1982	July 3, 1984	July 3, 1998
D 1006	Des. 274,532	Dianitsch	397,544	July 12, 1982	July 3, 1984	July 3, 1998
D 1007	Des. 274,533	Dianitsch	397,545	July 12, 1982	July 3, 1984	July 3, 1998
D 1008	Des. 276,917	Meyerspeer	363,947	Mar. 31, 1982	Dec. 25, 1984	Dec. 25, 1998
D 1009	Des. 277,290	Haas	465,204	Feb. 9, 1983	Jan. 22, 1985	Jan. 22, 1999
D 1010	Des. 280,106	Haas	547,837	Nov. 2, 1983	Aug. 13, 1985	Aug. 13, 1999
D 1011	Des. 280,731	Haas	547,835	Nov. 2, 1983	Sep. 24, 1985	Sep. 24, 1999
D 1012	Des. 282,372	Blaimschein	565,034	Dec. 23, 1983	Jan. 28, 1986	Jan. 28, 2000
D 1013	Des. 282,668	Haas	465,202	Feb. 9, 1983	Feb. 18, 1986	Feb. 18, 2000
D 1014	Des. 283,626	Haas	643,817	Aug. 23, 1984	April 29, 1986	April 29, 2000
D 1015	Des. 284,478	Haas	643,818	Aug. 23, 1984	July 1, 1986	July 1, 2000
D 1016	Des. 285,020	Schmidthaler	468,347	Feb. 22, 1983	Aug. 12, 1986	Aug. 12, 2000
D 1017	Des. 285,089	Haas	643,816	Aug. 23, 1984	Aug. 12, 1986	Aug. 12, 2000
D 1018	Des. 285,090	Haas	679,990	Dec. 10, 1984	Aug. 12, 1986	Aug. 12, 2000
D 1019	Des. 285,697	Fraser et al.	588,748	Mar. 12, 1984	Sep. 16, 1986	Sep. 16, 2000
D 1020	Des. 286,160	Haas	635,666	July 30, 1984	Oct. 14, 1986	Oct. 14, 2000
D 1021	Des. 290,847	Haas	811,392	Dec. 20, 1985	July 14, 1987	July 14, 2001
D 1022	Des. 290,848	Haas	811,338	Dec. 20, 1985	July 14, 1987	July 14, 2001
D 1023	Des. 291,808	Meyerspeer	659,190	Oct. 9, 1984	Sep. 8, 1987	Sep. 8, 2001
D 1024	Des. 293,588	Haas	884,784	July 11, 1986	Jan. 5, 1988	Jan. 5, 2002
D 1025	Des. 295,052	Matthias	834,459	Feb. 20, 1986	April 5, 1988	April 5, 2002
D 1026	Des. 296,563	Matthias	834,460	Feb. 20, 1986	July 5, 1988	July 5, 2002
D 1027	Des. 302,020	Haas	37,570	April 13, 1987	July 4, 1989	July 4, 2003
D 1028	Des. 302,166	Haas	46,502	May 6, 1987	July 11, 1989	July 11, 2003
D 1029	Des. 306,035	Matthias	55,764	May 28, 1987	Feb. 13, 1990	Feb. 13, 2004
D 1030	Des. 307,151	Hass	311,720	Feb. 16, 1989	April 10, 1990	April 10, 2004
D 1032	Des. 308,065	Haas	147,917	Jan. 25, 1988	May 22, 1990	May 22, 2004
D 1034	Des. 317,614	Dianitsch	62,827	June 15, 1987	June 18, 1991	June 18, 2005
D 1036	Des. 322,794	Hass	311,879	Feb. 16, 1989	Dec. 31, 1991	Dec. 31, 2005
D 1037	Des. 322,795	Dianitsch	385,787	July 27, 1989	Dec. 31, 1991	Dec. 31, 2005
D 1038	Des. 325,537	Hagg	395,942	Aug. 18, 1989	April 21, 1992	April 21, 2006
D 1039	Des. 346,812	Luzlbauer	1,834	Nov. 20, 1992	May 10, 1994	May 10, 2008
D 1040	Des. 348,680	Luzlbauer	1,746	Nov. 20, 1992	July 12, 1994	July 12, 2008
D 1041	Des. 348,892	Luzlbauer	1,745	Nov. 20, 1992	July 19, 1994	July 19, 2008
D 1042	Des. 354,067	Luzlbauer	1,801	Nov. 20, 1992	Jan. 3, 1995	Jan. 3, 2009
D 1043	Des. 374,883	Luzlbauer	3,321	Nov. 20, 1992	Oct. 22, 1996	Oct. 22, 2010

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SCHEDULE B - PART TWO

PAT. NO.	INVENTOR(S)	FILED	APP. NO.	DESCRIPTION	ISSUED
4,176,410	Jan H. Matthias	01/02/78	912,023	Sport Goggle	12/04/79
4,176,921	Jan H. Matthias	01/02/78	912,022	Eyeglasses Having Removable Lenses	12/04/79
4,317,240	Gotfried Angerman, Otto Armbrust, Franz Dianitsch & Berthold Hiebl	09/08/80	184,794	Sports Goggle	03/02/82
4,578,822	Johann Schmidthaler	02/22/83	468,287	Visor	04/01/86
4,759,622	Johann J. Schmidthaler	03/28/86	845,545	Eyeglasses With Exchangeable Lenses	07/26/88
4,822,158	Ferdinand A. Porsche	06/30/87	68,639	Eyeglasses With Removable Lens Assembly	04/18/89
4,834,523	Ferdinand A. Porsche	03/17/87	27,009	Eyeglasses With Separable Rims	05/30/89
4,924,245	Franz Dianitsch	05/26/88	199,316	Resilient Nose Pad For Spectacles	05/08/90
4,942,692	Gunter Stadlmann	05/30/89	358,704	Ski Goggles With Heated Lens	07/24/90
4,955,706	Johann J. Schmidthaler & Ronald Zach	09/30/88	252,265	Composite Polymeric Spectacle Parts	09/11/90
5,048,944	Ferdinand A. Porsche	09/20/88	246,987	Eyeglasses With Removable Lens Assembly	09/17/91

SCHEDULE A
Re Appointment of the Firm of
McDermott, Will & Emery
As The Domestic Representative
For Carrera Optyl Marketing GmbH
With Respect To The Following Registrations Of
Trademarks in The United States Patent and Trademark Office

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