

10-01-2002



102237741

Re

7-23-02

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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
- Name Execution Date
Month Day Year
- 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/AKA/TA
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)
City State/Country Zip Code
- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

07/23/2002 LNUELLER 00000189 74565061

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 450.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002590 FRAME: 0845

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

JULIE ZAMAGNI

Address (line 1)

LEBOEUF, LAMB, GREENE & MACRAE

Address (line 2)

633 17TH STREET

Address (line 3)

SUITE 2000

Address (line 4)

DENVER, CO 80202

Pages

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

18

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)

74565081	75332749	73699403
73355611	75279608	74482930
75279873	73455253	75324918

Number of Properties

Enter the total number of properties involved.

19

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

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.

Name of Person Signing

Julie Zamagni

Signature

Julie Zamagni

Date Signed

June 22, 2002

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional 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

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership 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 the Assignment.)
 Corporation Association
 Other

Citizenship/State of Incorporation/Organization

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

73423958	74495828	75279606
75311050	73114674	75424080
73659370	73320340	75882251
74621170		

TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of June 4, 2002, is made by and between SRLC LLC., a Colorado limited liability company having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Business Credit, Inc., a Minnesota corporation having a business location at the address set forth below next to its signature (the "Secured Party").

Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest"), with power of sale to the

extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Debtor is a limited liability company duly organized, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) ***Trademarks.*** Exhibit A accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) ***Affiliates.*** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a trademark security agreement substantially in the form of this Agreement.

(d) ***Title.*** The Debtor has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(e) ***No Sale.*** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without the Secured Party's prior written consent. The Lender consents to the sale by the Debtor of rights to use the Trademarks in Canada to Outlook Eyewear Canada Corporation on or about the date of this Agreement.

(f) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** The Debtor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(j) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed,

delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Trademarks. The Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) The Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the

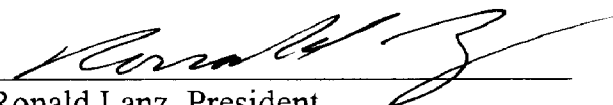
effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Colorado without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

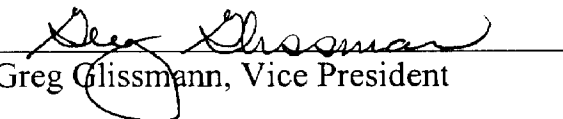
SRLC LLC.
1444 Wazee Street
Suite 320
Denver, Colorado 80202

SRLC LLC.

By 
Ronald Lanz, President

Wells Fargo Business Credit, Inc.
MAC C7300-210
1740 Broadway
Denver, Colorado 80274

WELLS FARGO BUSINESS CREDIT, INC.

By 
Greg Glissmann, Vice President

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on June 4, 2002 by Ronald Lanz, the President of SRLC LLC., a Colorado limited liability company, on behalf of the limited liability company.



Notary Public

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me on June 4, 2002 by Greg Glissmann, a Vice President of Wells Fargo Business Credit, Inc., a Minnesota corporation, on behalf of the corporation.

Notary Public

effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Colorado without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.


SRLC LLC.
1444 Wazee Street
Suite 320
Denver, Colorado 80202

SRLC LLC.

By _____
Ronald Lanz, President

Wells Fargo Business Credit, Inc.
MAC C7300-210
1740 Broadway
Denver, Colorado 80274

WELLS FARGO BUSINESS CREDIT, INC.

By  _____
Greg Glissmann, Vice President

STATE OF _____)

COUNTY OF _____)

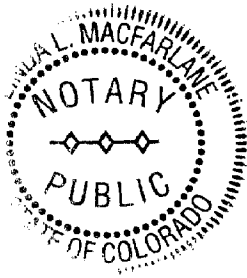
The foregoing instrument was acknowledged before me on _____ 2002 by Ronald Lanz, the President of SRLC LLC., a Colorado limited liability company, on behalf of the limited liability company.

Notary Public

STATE OF Colorado)

COUNTY OF Denver)

The foregoing instrument was acknowledged before me on July 18, 2002 by Greg Glissmann, a Vice President of Wells Fargo Business Credit, Inc., a Minnesota corporation, on behalf of the corporation.



Donald MacFarlane

Notary Public

My Commission Expires May 19, 2003

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

SEE SCHEDULE 5.11 ATTACHED

Schedule 5.11 Intellectual Property Disclosures

As of June 4, 2002, SRLC LLC. does not own any of Intellectual Property Rights listed in Section 5.11.

SRLC LLC. has received a letter from Extreme Optiks for alleged trademark infringement of the word Extreme related to sales of product purchased by Kmart. With Kmart having certain rights in the Extreme mark, SRLC LLC. believes any infringement would be Kmart's responsibility.

Effective upon close of acquisition SRLC LLC. will have the following intellectual property rights:

<u>Registered Trademarks</u>			
<u>Registered Trademarks</u>		<u>Registered Trademarks</u>	
Our ref. No.	Nation	Filing Date - Filing No.	Granting Date - Granting
	Status Trademark Class	Owner	Expiration
		List of goods	
22.US.40	UNITED STATES Granted EYE WONDER 09 Sunglasses (cl.09).	24.08.1994 - 74-565081 LUXOTTICA LEASING S.p.A.	27.08.1996 - 1.997.481 27.08.2006

22.US.46	UNITED STATES Granted GLASS APPEAL 09	29.07.1997 - 75/332749 LUXOTTICA LEASING S.p.A.	18.01.2000 - 2.309.665 18.01.2010 Sunglasses, lenses and frames thereof and sunglasses cases

22.FR.48	FRANCE Granted I SKI 09\25\28	03.03.1995 - 95/189134 LUXOTTICA LEASING S.p.A.	25.03.1995 - 1.303.558 25.03.2005 Sunglasses (cl.09); clothing (cl.25); sporting goods (cl.28).

22.IT.48	ITALY Granted I SKI 09	08.11.1995 - MI95C011123 LUXOTTICA LEASING S.p.A.	04.11.1997 - 732.717 28.11.2005 Sunglasses (cl.09).

22.US.48 UNITED STATES 07.12.1987 - 73-699403 22.11.1988 - 1.513.426
Granted LUXOTTICA LEASING S.p.A. 22.11.2008
I SKI
09
(cl.09). Eyeglasses and sunglasses and frames and lenses therefor

22.IT.48A ITALY 16.05.1994 - MI94C004717 13.12.1996 - 695.849
Granted LUXOTTICA LEASING S.p.A. 09.07.2004
I SKI
09 Eyeglasses, sunglasses and goggles (cl.09).

22.US.49A UNITED STATES 22.03.1982 - 73-355611 31.05.1983 - 1.240.097
Granted LUXOTTICA LEASING S.p.A. 31.05.2003
I SKI
09 Eyeglasses, eyeglasses lenses, eyeglasses frames and eyeglasses cases (cl.09).

22.US.50 UNITED STATES 23.04.1997 - 75-279608 16.06.1998 - 2.165.638
Granted LUXOTTICA LEASING S.p.A. 16.06.2008
I SKI SINCE 1974
09 Sunglasses (cl.09).

22.US.54 UNITED STATES 26.01.1994 - 74-482930 31.10.1995 - 1.932.235
Granted LUXOTTICA LEASING S.p.A. 31.10.2005
ION SPORT
09 Sunglasses (cl.09).

22.US.55 UNITED STATES 23.04.1997 - 75-279873 14.07.1998 - 2.172.652
Granted LUXOTTICA LEASING S.p.A. 14.07.2008
ION SPORT
09 Sunglasses (cl.09).

22.CA.76 CANADA 28.02.1990 - 651899 05.07.1991 - 386.417
Granted LUXOTTICA LEASING S.p.A. 05.07.2006
ROSE CLOUDS
09\14\16\18\19\20\25\28 Sunglasses, eyeglasses, goggles, frames, lenses, retaining cords for glasses, glass cases, wind/sun protection, side guards for sunglasses, display racks and stands, decals; clothing, namely, t-shirts, sweatshirts, hats, caps; outerwear, namely, coats, earmuffs, boots, shoes; sportswear, namely, sport jackets, pants, vests, belts, jackets, sweatpants, shorts, ski suits, ski jackets, ski pants, ski vests, shirts, blouses, sweaters, hosiery, ski underwear, mitts, gloves, tuques, head bands, scarves, luggage, ski bags, boot bags, carrying bags, fanny bags (cl.09/14/16/18/19/20/25/28).

22.AU.85 AUSTRALIA 09.03.1982 - 372618 09.03.1982 - 372.618
Granted LUXOTTICA LEASING S.p.A. 09.03.2003
SUNCLOUD
09 Eye-glasses, eye-glass frames, eye-glass lenses and eye-glass cases, all being included in this class (cl.09).

22.CA.85 CANADA 26.03.1982 - 484719 22.04.1983 279.009
Granted LUXOTTICA LEASING S.p.A. 22.04.2013
SUNCLOUD
09\19\20 Eyeglasses and sunglasses and frames and lenses therefor; eyeglass cases and eyeglass display racks and stands (cl. 09/19/20).

22.CH.85 SWITZERLAND 09.03.1982 - 01352/1982 09.03.1982 - 317.167
Granted (renewed) LUXOTTICA LEASING S.p.A. 09.03.2002
SUNCLOUD
09\20 Spectacles, spectacle frame, spectacle lens, sunglasses, glasses cases (cl.09); holders and racks for exhibiting these goods (cl.20).

22.DE.85 GERMANY 01.06.1982 - J17613 18.11.1982 - 1.040.758
Granted LUXOTTICA LEASING S.p.A. 01.06.2002
SUNCLOUD
09 Eyeglasses (cl.09).

22.FR.85 FRANCE 02.07.1992 - 92/425263 02.07.1992 - 92.425.263
Granted LUXOTTICA LEASING S.p.A. 02.07.2002
SUNCLOUD
09 Sunglasses, sunglass parts and lenses (cl.09).

22.GB.85 GREAT BRITAIN 04.03.1982 - 1170860 04.03.1982 - 1.170.860
Granted LUXOTTICA LEASING S.p.A. 04.03.2003
SUNCLOUD
09 Spectacle glasses, spectacle frames, spectacle lenses, and spectacle cases (cl.09).

22.GR.85 GREECE 22.12.1993 - 117185 19.02.1996 - 117.185
Granted LUXOTTICA LEASING S.p.A. 22.12.2003
SUNCLOUD
09 Sunglasses and sunglass lenses (cl.09).

22.HK.85 HONG KONG 15.12.1993 - 93/13577 15.12.1993 - 2.844/1996
Granted (renewed) LUXOTTICA LEASING S.p.A. 15.12.2000
SUNCLOUD
09 Sunglasses and sunglass lenses (cl.09).

22.IT.85 ITALY 11.05.1982 - 33843C/82 10.03.1986 - 414.485
Granted LUXOTTICA LEASING S.p.A. 11.05.2002
SUNCLOUD
09 Eyeglasses, eyeglass frames, eyeglass lenses, eyeglass cases, and racks and displays therefor (cl. 09).

22.MX.85 MEXICO 09.12.1993 - 185509 28.08.1995 - 501.358
Granted LUXOTTICA LEASING S.p.A. 09.12.2003
SUNCLOUD
09 Sunglasses and sunglass lenses (cl. 09).

22.NZ.85 NEW ZEALAND 28.08.1987 - 174456 26.02.1991 - 174.456
Granted LUXOTTICA LEASING S.p.A. 28.08.2008
SUNCLOUD
09 Optical devices and apparatus; spectacles, eyeglasses, optical lenses, sunglasses and frames therefor (cl.09).

22.SG.85 SINGAPORE 09.12.1993 - 9715/93 09.12.1993 - 9.715/93
Granted LUXOTTICA LEASING S.p.A. 09.12.2003
SUNCLOUD
09 Sunglasses and sunglass lenses (cl.09).

22.US.85	UNITED STATES Granted SUNCLOUD 25	02.12.1983 - 73-455253 LUXOTTICA LEASING S.p.A. Shirts and shorts (cl.25).	19.03.1985 - 1.325.981 19.03.2005
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22.CA.85A	CANADA Granted SUNCLOUD 14\18\25	04.10.1988 - 616422 LUXOTTICA LEASING S.p.A. T-shirts, shirts and shorts, clothing, namely, sweatshirts, placket shirts, button shirts, sweatpants, pants, socks, hats, caps, shoes, boots; luggage, namely, sports bags, shoulder bags, ski tote bags, fanny pack bags, boot bags, backpack bags, tote bags; jewelry, pins (cl. 14/18/25).	18.05.1990 - 368.814 18.05.2005
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22.FR.85A	FRANCE Granted (renewed) SUNCLOUD 09\20	03.03.1992 - 92/622492 LUXOTTICA LEASING S.p.A. ---	03.03.1992 - 1.197.150 03.03.2002
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22.GB.85A	GREAT BRITAIN Granted SUNCLOUD 09	01.07.1993 - 1540376 LUXOTTICA LEASING S.p.A. Sunglasses; parts and fittings for all the aforesaid goods; all included in class 09 (cl.09).	07.10.1994 - 1.540.376 01.07.2010
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22.US.85A	UNITED STATES Granted SUNCLOUD 09 (cl.09).	15.07.1997 - 75-324918 LUXOTTICA LEASING S.p.A. Sunglasses, lenses and frames thereof and cases for sunglasses	28.07.1998 - 2.176.859 28.07.2008
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22.US.86	UNITED STATES Granted SUNCLOUD-ROSE 09	02.05.1983 - 73-423958 LUXOTTICA LEASING S.p.A. Glasses, sunglasses, frames, lenses, sunglasses cases (cl.09).	26.06.1984 - 1.283.186 26.06.2004
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22.US.87 UNITED STATES 02.03.1994 - 74-495828 16.01.1996 - 1.949.537
Granted LUXOTTICA LEASING S.p.A. 16.01.2006
SURF N' SPORT
09 Sunglasses (cl.09).

22.US.88 UNITED STATES 23.04.1997 - 75-279606 13.04.1999 - 2.239.536
Granted LUXOTTICA LEASING S.p.A. 13.04.2009
SURF'S SPORT SUNGLASSES
09 Sunglasses (cl.09).

22.US.90 UNITED STATES 17.06.1997 - 75-311050 17.04.2001 - 2.444.647
Granted LUXOTTICA LEASING S.p.A. 17.04.2011
TOMBOY
09 Sunglasses, lenses and frames thereof and cases for sunglasses
(cl.09).

22.US.94 UNITED STATES 04.02.1977 - 73-114674 25.07.1978 - 1.097.267
Granted LUXOTTICA LEASING S.p.A. 25.07.2008
TROPIC-CAL
09 Eyeglasses and goggles and lenses and frames therefor (cl.09).

22.US.100 UNITED STATES 27.01.1998 - 75-424080 01.06.1999 - 2.249.210
Granted LUXOTTICA LEASING S.p.A. 01.06.2009
WEE SURF
09 Sunglasses, lenses and frames thereof and sunglasses cases (cl.09).

22.CA.175 CANADA 07.11.1989 - 644294 15.03.1991 - 381.691
Granted LUXOTTICA LEASING S.p.A. 15.03.2006
SUNCLOUD
09\14\16\18\19\20\25\28 Sunglasses, eyeglasses, goggles, frames, lenses, retaining cords for
glasses, glass cases, wind/sun protection, side guards for
sunglasses, display racks and stands, decals; clothing, namely,
t-shirts, sweatshirts, hats, caps; outerwear, namely, coats,
earmuffs, boots, shoes; sportswear, namely, sport jackets, pants,
vests, belts, jackets, sweatpants, shorts, ski suits, ski jackets, ski
pants, ski vests, shirts, blouses, sweaters, hoisery, ski underwear,
mitts, gloves, tuques, head bands, scares, luggage, ski bags, boot
bags, carrying bags, fanny bags (cl.09/14/16/18/19/20/25/28).

22.CH.175 SWITZERLAND 11.04.1990 - . . . 11.04.1990 - 381.410
Granted LUXOTTICA LEASING S.p.A. 11.04.2010
SUNCLOUD
09 Sunglasses, sunglass frames and sunglass lenses (cl. 09).

22.DE.175 GERMANY 30.01.1990 - J24780 21.05.1991 - 1.176.593
Granted LUXOTTICA LEASING S.p.A. 30.01.2010
SUNCLOUD
09 Sunglasses and lenses and frames therefor (cl.09).

22.FR.175 FRANCE 06.03.2000 - 151670 14.04.2000 - 1.586.144
Granted LUXOTTICA LEASING S.p.A. 11.04.2010
SUNCLOUD
09 Sunglasses and lenses and frames therefor (cl.09).

22.IT.175 ITALY 13.10.2000 - BO2000C001326 . . .
Pending LUXOTTICA LEASING S.p.A. 13.04.2010
SUNCLOUD
09 Sunglasses and lenses and frames therefor (cl.09).

UNITED STATES 07.05.1987 - 73 - 659370 29.12.1987 - 1,470,520
Granted LUXOTTICA LEASING S.p.A.
BLACK DIAMOND
09 Eyeglasses and sunglasses, and frames and lenses thereof (cl.09).

~~UNITED STATES 31.01.1994 - 74 - 484636 16.01.1996 - 1,494,510
Granted LUXOTTICA LEASING S.p.A.
CIRRUS
09 Sunglass lenses (cl.09).~~

Expired 7.17.2002

UNITED STATES 23.07.1981 - 73 - 320340 21.09.1982 - 1,209,585
Granted LUXOTTICA LEASING S.p.A.
CUSTOM EYES
09 Eyeglasses, eyeglass frames, goggles, and cases and display racks (cl.09).

UNITED STATES 01.04.1996 - 75 - 882,251 19.05.1998 - 2,159,407
Granted LUXOTTICA LEASING S.p.A.
EYEMAKEUP

UNITED STATES	13.01.1995 - 74 - 621170	15.04.1997 - 2,053,238
Granted	LUXOTTICA LEASING S.p.A.	
RAINBOW COAST 99		
09	Sunglasses (cl.09).	

Unregistered Trademarks

For use in the United States, and in certain cases Canada:

1. Details
2. Sundrivers
3. Vertical Edge
4. Wee Ski
5. In Focus
6. Spring Fever
7. Hard Core
8. Ion Kids
9. Polarized Sun Drivers
10. Suncloud Response
11. Ion Dichron
12. Ion Black Diamond
13. Ion RXL-15
14. Pacific Palisades
15. Ion Rainbow Coast
16. Outlook Eyewear

Trade Name

The name Outlook Eyewear for outside of Canada.

Software Licenses

SRLC LLC. intends to enter into license agreements for software to operate the AS/400 system being acquired as part of the Acquisition, including license(s) from J.D. Edwards to operate a financial and inventory management program.

License Agreements

1. License Agreement with L.C. Licensing, Inc. (Liz Claiborne) : \$373,750.00
2. License Agreement with Perry Ellis International, Inc. (John Henry) \$109,375.00
3. License Agreement with Cherokee Inc. (Sideout) : \$4,500.00

4. License Agreement with B.U.M. International, Inc. (B.U.M. Equipment) : \$297,400.00
5. ~~License Agreement with Main Street Marketing, Inc.~~