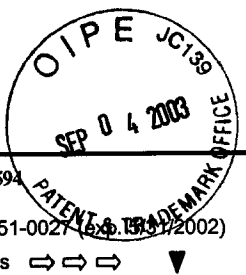


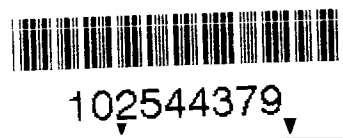
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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): AAi.FosterGrant, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Rhode Island Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Bank of America, N.A., as Agent Internal Address: Bank of America, N.A. Street Address: 335 Madison Avenue City: New York State: NY Zip: 10017 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 (Designations 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 Assignment for Security Execution Date: September 3, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) None B. Trademark Registration No.(s) 703,527 Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 45

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Courtney McBride Internal Address: Kaye Scholer LLP Street Address: 425 Park Avenue City: New York State: NY Zip: 10022-3598

7. Total fee (37 CFR 3.41): \$ 1,140.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: N/A (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. Courtney McBride Name of Person Signing Courtney McBride Signature September 3, 2003 Date Total number of pages including cover sheet, attachments, and document: 7

09/08/2003 ECOOPER 00000023 703527 01 FC:0521 40.00 DP 02 FC:0522 1100.00 DP 30713561.PDF

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002820 FRAME: 0413

**CONTINUATION OF SECTION 4B****REGISTERED TRADEMARKS**

<b><u>Trademark</u></b>	<b><u>Registration Date</u></b>	<b><u>Registration No.</u></b>
FOSTER GRANT	August 30, 1960	703,527
"WHO'S THAT BEHIND THOSE FOSTER GRANTS?"	April 15, 1997	2,052,157
AAi Logo	April 19, 1988	1,485,228
ALL TERRAIN	May 15, 2001	2,451,758
AQUA-MATES	December 22, 1970	904,720
CHARIOT	July 15, 1997	2,079,376
CORO (AND DESIGN)	February 11, 1997	427,417
DRIVER'S CHOICE	October 27, 1987	1,462,644
E-Z READERS	November 14, 1995	1,935,944
FG (AND DESIGN)	October 28, 1997	2,108,860
FG (Block Letters)	November 10, 1998	2,202,605
FG (STYLIZED)	June 2, 1981	1,156,236
FGSPORT	January 21, 1997	2,031,896
FOREVER FRIENDS	May 20, 1997	2,062,627
FOSTER GRANT	October 25, 1983	1,255,021
FOSTER GRANT NO LIMITS	September 9, 1997	2,094,620
FRIEND TO FRIEND	August 24, 1999	2,271,291
PLATINUM COLLECTION	March 1, 1994	1,824,281
READER'S CHOICE	May 11, 1993	1,770,750
SOLAR ACCENTS	May 10, 1994	1,835,284
SPARE PAIR	May 26, 1998	2,159,786
SPARE PAIR PREMIER	February 3, 1998	2,133,589
SPECIAL MOMENTS	August 24, 1999	2,272,960
SUNREADERS	March 7, 2000	2,327,175
TENDER TOUCH	December 10, 1991	1,667,549
TIMEPIECES WITH CHARACTER	November 16, 1999	2,292,173
VOLATILE	February 3, 1998	2,134,402
WORLD TOUR	September 19, 2000	2,388,089
BLUES BY FOSTER GRANT	March 11, 1997	2,044,895
BONNEAU	July 11, 1989	1,547,153
CORO CRAFT (AND DESIGN)	April 15, 1947	428,993
EYE GEAR	January 30, 1973	952,456
EYE POWER	February 15, 1983	1,227,369
LOOK OF THE MONTH	February 5, 1985	1,317,788
OPTI-CLIPS	November 8, 1955	615,752
OPTI-RAY	June 11, 1985	1,340,304

OPTIVISION (& DESIGN)	October 11, 1988	1,507,867
PENNOPTICS	May 25, 1999	2,246,921
RUGGED RANGE	February 25, 1997	2,041,359
SPARE PAIR PLUS	February 3, 1998	2,133,588
SPARE PAIR USA	February 3, 1988	2,133,587
SPEC 1000	October 11, 1983	1,253,656
SUN PROTECTORS BY OPTI-RAY	May 7, 1985	1,334,128
VIEWPOINTS	June 20, 1989	1,544,279
XL SERIES	March 12, 1985	1,324,192

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, AAI.FOSTERGRANT, INC. (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor, certain financial institutions named therein (the "Lenders"), Bank of America, N.A., as agent for the Lenders (in such capacity, together with any successor agent, "Assignee"), and UPS Capital Corporation, as co-agent, are parties to the Amended and Restated Credit Agreement dated as of the date hereof, and Assignee and the Lenders are desirous of having a security interest and mortgage in favor of Assignee on the above-identified property in order to secure the payment of certain obligations of Assignor now or hereafter owing to Assignee and the Lenders;

WHEREAS, Assignor has entered into a Amended and Restated Trademark and Patent Security Agreement dated the date hereof (as it may hereafter be amended, supplemented or otherwise modified from time to time, the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 335 Madison Avenue, New York, New York 10017.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed  
by its officer thereunto duly authorized as of the 3 day of September, 2003.

AAi.FOSTERGRANT, INC.

By:   
Name: Brian J. LAGARTO  
Title: CFO