

04-06-2004



4/1/04

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

OFFICE OF PUBLIC AFFAIRS
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Please record the attached original documents or copy thereof.
FINANCE SECTION

1. Name of conveying party(ies):

Lantis Eyewear Corporation

- Individuals
- General Partnership
- Corporate-State
- Other _____

- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: August 1, 2003

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal Address: _____

Street Address: 2 Tower Center Blvd.

City: East Brunswick State: NJ ZIP 08816

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):

A. Trademark Application No(s):

78/221,323

B. Trademark Registration No(s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence Concerning document should be mailed:

Name: Trademark Administrator
Address: GREENBERG TRAUIG, LLP
One International Place
Boston, MA 02110

6. Total number of applications and trademarks involved: [1]

7. Total fee (37 CFR 3.41) \$40.00

- Enclosed
- The Commissioner is authorized to charge Deposit Account No: 50-2678, Reference No. 16532.031200.
- The Commissioner is hereby authorized to charge any additional fees that may be due, or to credit any overpayment to Deposit Account No: 50-2678, Reference No. 16532.031200.

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.

James F. Ewing, Reg. No. 52,875

April 1, 2004

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [6]

78/221,323
04/05/2004 ECUOPER 00000000 \$02678 40.00 PA 01 FC:ASCI

**FIRST AMENDMENT TO PLEDGE OF TRADEMARKS AND PATENTS AS
SECURITY**

THIS FIRST AMENDMENT TO PLEDGE OF TRADEMARKS AND PATENTS AS SECURITY (this "First Amendment") is made as of August 1, 2003, by and between **LANTIS EYEWEAR CORPORATION** (the "Pledgor"), and **PNC BANK, NATIONAL ASSOCIATION** (the "Lender").

BACKGROUND

A. Pledgor has executed and delivered to Lender that certain Pledge of Trademarks and Patents as Security dated as of September 17, 2002 (the "Pledge"), which granted to Lender a lien and security interest in and to all of Pledgor's present and future Trademarks and Patent Collateral (as such terms are defined in the Pledge) as security for some or all of the Pledgor's obligations to the Lender for one or more loans or other extensions of credit (the "Obligations").

B. The Pledge was recorded in the United States Patent and Trademark Office ("PTO") on September 26, 2002, in Reel 013315, Frame 0404, as to the Patent Collateral more particularly described therein.

C. The Pledge was also recorded in the PTO on September 26, 2002, in Reel 002597, Frame 0359, as to the Trademarks more particularly described therein.

D. Pursuant to Sections 4 and 8 of the Pledge, Pledgor has agreed, inter alia, that (i) the provisions of the Pledge would automatically apply to any new Trademarks or any new Patent Collateral, and (ii) if Pledgor were to file or record an application for the registration of any Trademarks or Patents with the PTO, Pledgor would execute all agreements and documents to evidence Lender's interest therein, including modifying the Pledge by amending Schedule A (Trademarks) and Schedule B (Patents).

E. In accordance with the terms and conditions of the Pledge, Pledgor has notified Lender that Pledgor has filed or recorded an application for the registration of a Trademark with the PTO.

F. Pledgor and Lender have agreed that the Pledge be amended to include such additional Trademark and to attach hereto a supplement to Schedule A-1 of the Pledge so as to memorialize the agreement of the parties hereto that such additional Trademark shall constitute one of the Trademarks subject to the provisions of the Pledge and that this First Amendment shall be recorded with the PTO to perfect Lender's security interest in and to such Trademark to secure the Obligations.

G. Pledgor and Lender desire to amend the Pledge as provided for in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. Pledgor hereby grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Trademark described on Supplemental Schedule A-1 annexed hereto, together with all the goodwill and other tangible assets of Pledgor associated with and represented by said Trademark, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the

proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. The Trademark identified on Supplemental Schedule A-1 annexed hereto shall be and constitute one of the Trademarks referenced in and subject to the provisions of the Pledge.

3. This First Amendment is deemed incorporated into the Pledge. Any initially capitalized terms used in this First Amendment without definition shall have the meanings assigned to those terms in the Pledge.

4. Pledgor hereby certifies that: (a) no consent, approval, order or authorization of, or registration or filing with, any third party is required in connection with the execution, delivery and carrying out of this First Amendment or, if required, has been obtained, and (b) this First Amendment has been duly authorized, executed and delivered so that it constitutes the legal, valid and binding obligation of the Pledgor, enforceable in accordance with its terms. Pledgor confirms that the Obligations remain outstanding without defense, set off, counterclaim, discount or charge of any kind as of the date of this First Amendment.

5. This First Amendment may be signed in any number of counterpart copies and by the parties to this Amendment on separate counterparts, but all such copies shall constitute one and the same instrument.

6. This First Amendment will be binding upon and inure to the benefit of Pledgor and Lender and their respective heirs, executors, administrators, successors and assigns.

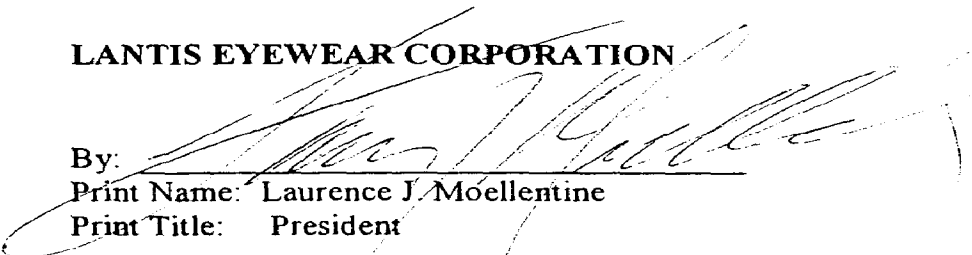
7. This First Amendment has been delivered to and accepted by Lender and will be deemed to be made in the State where Lender's office indicated in the Pledge is located. This First Amendment will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State where Lender's office indicated in the Pledge is located, excluding its conflict of laws rules.

8. Except as amended hereby, the terms and provisions of the Pledge remain unchanged, are and shall remain in full force and effect unless and until modified or amended in writing in accordance with their terms, and are hereby ratified and confirmed. Except as expressly provided herein, this First Amendment shall not constitute an amendment, waiver, consent or release with respect to any provision of the Pledge, a waiver of any default or Event of Default under the Pledge, or a waiver or release of any of Lender's rights and remedies (all of which are hereby reserved).

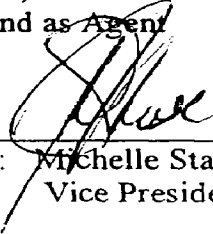
[SIGNATURE PAGE FOLLOWS]

WITNESS the due execution of this First Amendment as a document under seal as of the date first written above.

LANTIS EYEWEAR CORPORATION

By: 
Print Name: Laurence J. Moellentine
Print Title: President

PNC BANK, NATIONAL ASSOCIATION,
as Lender and as Agent

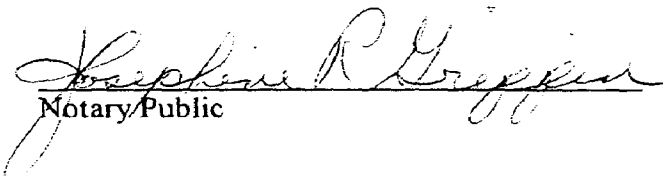
By: 
Print Name: Michelle Stanley-Nurse
Print Title: Vice President

STATE OF *New Jersey*)
)
COUNTY OF *middlesex*) ss:

On this, the 10th day of November, 2003, before me, a Notary Public, the undersigned officer, personally appeared Laurence J. Moellentine, who acknowledged himself to be the President of Lantis Eyewear Corporation, a New Jersey corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

JOSEPHINE R. GRIFFIN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 28, 2006


Notary Public

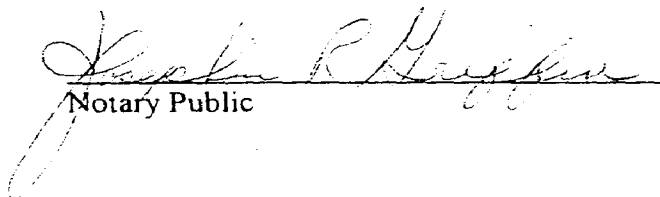
My commission expires:

STATE OF *New Jersey*)
)
COUNTY OF *middlesex*) ss:

On this, the 10th day of November, 2003, before me, a Notary Public, the undersigned officer, personally appeared Michelle Stanley-Nurse, who acknowledged herself to be a Vice President of PNC Bank, National Association, and that she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

JOSEPHINE R. GRIFFIN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 28, 2006


Notary Public

My commission expires:

Supplemental Schedule A-1

United States Trademark	Application or Registration Number	Registration or Filing Date	Status
EYE.D.OLOGY	SN 78/221,323	March 4, 2003	Pending