

Form PTO-1594
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings ⇨ ⇨ ⇨

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

1. Name of conveying party(ies):

Lantis Acquisition Corp.

- Individual(s)
- General Partnership
- Corporation-State DE
- 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: 10/26/2004

2. Name and address of receiving party(ies)

Name: Merrill Lynch Capital, a division of Merrill Lynch Business

Internal

Address: Financial Services Inc., as Agent

Street Address: 222 N. LaSalle Street

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other division of a Delaware corporation

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

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

A. Trademark Application No. (s) 78/221,323;
76/576027

B. Trademark Registration No. (s) 2,350,634

Additional number(s) attached Yes No

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

Name:

Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street Address:

City: State: Zip:

6. Total number of applications and registrations involved:

36

7. Total fee (37 CFR 3.41).....\$ 915.00

- Enclosed
- Authorized to be charged to deposit account

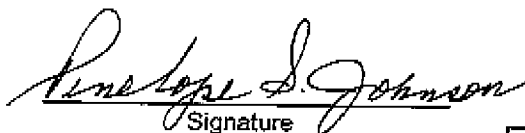
8. Deposit account number:

50-3155

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson
Name of Person Signing



10/28/2004

Date

Total number of pages including cover sheet, attachments, and document

8

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

CH \$916.00 603166 78221323

SCHEDULE A**TRADEMARK REGISTRATIONS**

<u>MARK</u>	<u>REG. NO.</u>
AMBERTEK	2,350,634
AUTOBAHN	2,727,629
BOOKMATES	2,654,667
CLIQUE	2,472,007
COMFORT-SOFT	2,759,175
CYBEROPTICS	2,466,024
EASY-FLEX	2,672,509
EDITOR'S CHOICE	1,877,501
EYE.D	2,423,797
FAMILY OPTICS	1,900,378
FX	2,201,103
OPTI-FLEX	2,772,784
FX KIDS	2,580,994
GO-GO'S	2,188,237
GREENSEEKER	2,263,386
INTRIGUE	2,409,292
LENSES FOR DRIVING	2,248,788
METROPOLITAN	2,108,854
PLAYERS	2,358,446
PRIVATE ISSUE	2,396,313
ROAD (design)	2,386,754
S (and design)	2,080,959
SAFETY ZONE	2,392,657
SOLAR ECLIPSE	2,109,357
SOLAR ECLIPSE (misc. design)	1,600,582
SOLARGENICS	1,449,476
SOLARGENICS	1,527,659
SOLARVISION	1,758,076
SUCCESS	2,432,121
UNITED VISION	2,739,080
US1	2,432,122

TRADEMARK

REEL: 002971 FRAME: 0696

<u>MARK</u>	<u>REG. NO.</u>
V	2,292,154
WHAT YOU DON'T SEE CAN HURT YOU	1,482,191
ZEOLYTE	2,169,581

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL. NO.</u>
EYE.D.OLOGY	78/221,323
VERTICAL	76/576027

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 26th day of October, 2004, by **LANTIS ACQUISITION CORP.**, a Delaware corporation ("Grantor"), in favor of **MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc.**, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee");

WITNESSETH

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Amended and Restated Security Agreement of even date herewith among Grantor, Sun Glass Products, Inc., a California corporation, and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

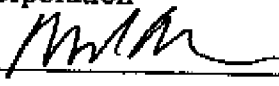
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LANTIS ACQUISITION CORP., a Delaware corporation

By: 
Name: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Agent

By: _____
Name: _____
Its: _____

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

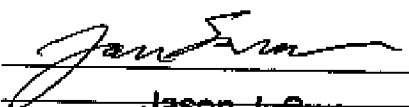
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LANTIS ACQUISITION CORP., a Delaware corporation

By: _____
Name: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: 
Name: Jason J. Swanson
Its: Vice President

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