

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Riviera Trading, Inc.		03/08/2005	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Stylemark, Inc.
<b>Street Address:</b>	2 Sunshine Blvd.
<b>City:</b>	Ormond Beach
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32174
<b>Entity Type:</b>	CORPORATION: FLORIDA

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Serial Number:	74530704	BRUSH CLIP
Serial Number:	74403049	DAILY SPECTACLES
Serial Number:	73697072	EYE ENERGY
Serial Number:	73697071	EYECLASS
Serial Number:	73697074	EYEPROFILE
Serial Number:	73697069	EYESOCIETY
Serial Number:	73697073	EYETEMPO
Serial Number:	73697070	EYEWARE FOR EVERYWEAR
Serial Number:	75454562	GAS
Serial Number:	73560962	HAIR TREASURES
Serial Number:	73592294	HOT SPECS
Serial Number:	76203835	KIDS TREAZURES
Serial Number:	72400403	MONTE CARLO
Serial Number:	74405825	NATIONAL SUNGLASS LEAGUE NSL

CH \$690.00 74530704

Serial Number:	73725618	R
Serial Number:	75719044	RIVGIRL
Serial Number:	72001172	RIVIERA
Serial Number:	74251807	RIVIERA
Serial Number:	72011294	RIVIERA
Serial Number:	74449173	RIVIERA CLASSIX
Serial Number:	74244048	RIVIERA KIDS
Serial Number:	74449151	RIVIERA OPTIX
Serial Number:	73767375	SOLAR TECH DRIVERS
Serial Number:	73525245	SOLAR TECH
Serial Number:	75355483	X-SPECS
Serial Number:	73367749	YOUNG WORLD
Serial Number:	73465184	LE CLIP BY RIVIERA

**CORRESPONDENCE DATA**

Fax Number: (214)756-8519

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 214/740-8519

Email: mross@lockeliddell.com

Correspondent Name: Monty L. Ross

Address Line 1: 2200 Ross Ave., Suite 2200

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Monty L. Ross
Signature:	/montyross/
Date:	03/10/2005

**Total Attachments: 6**

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## ASSIGNMENT

This Assignment is by and between RIVIERA TRADING, INC., a Delaware corporation ("Assignor"), and STYLEMARK, INC., a Florida corporation ("Assignee").

WHEREAS, Assignor (as successor in interest to Riviera Trading Corporation) owns the entire right, title and interest in and to the marks as set forth in the attached Exhibit A (collectively the "Marks") and the associated registrations as set forth in the attached Exhibit A (collectively the "Registrations"); and

WHEREAS, Assignee is purchasing the business of Assignor, including substantially all of the assets owned by Assignor, as detailed in a separate Asset Purchase Agreement dated March 8, 2005 among Assignor, Assignee and the stockholders named therein, and the transactions contemplated thereby; and

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to said Marks, Registrations, and goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Marks, and the Registrations, together with the goodwill symbolized by the Marks, and all rights, interests and claims of any kind (including infringement claims) related to the Marks and the Registrations, as fully and entirely as the same would have been held by Assignor if this Assignment had not been made.

Assignor covenants and agrees that it will, at any time upon the request and at the expense of Assignee, execute and deliver any and all papers and do all lawful acts that may be reasonably necessary in the opinion of Assignee's legal counsel, to enable and assist Assignee to establish, maintain and secure title in Assignee, its successors and assigns, including making such title of lawful public record, and perform such other acts as are reasonably necessary to give full force and effect to this Assignment.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed this 8<sup>th</sup> day of March, 2005.

On Behalf of RIVIERA TRADING, INC.:

Accepted on Behalf of STYLEMARK, INC.:

By: *Conita Rodul*

By: \_\_\_\_\_

Name: *DeVillie Anato*

Name: \_\_\_\_\_

Title: *Pres. Cont*

Title: \_\_\_\_\_

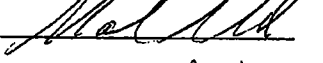
Date \_\_\_\_\_

Date \_\_\_\_\_

**On Behalf of RIVIERA TRADING, INC.:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date \_\_\_\_\_

**Accepted on Behalf of STYLEMARK, INC.:**

By:   
Name: MARK A. ASCIK  
Title: PRESIDENT  
Date \_\_\_\_\_

TRADEMARK ASSIGNMENT

**Exhibit A**

<b>COUNTRY</b>	<b>REFERENCE#</b>	<b>FILED</b>	<b>APPL#</b>	<b>REGDT</b>	<b>REG#</b>	<b>STATUS</b>	<b>CLASSES</b>
<b>BRUSH-CLIP</b>							
United States	T17547	5/27/1994	74/530,704	11/7/1995	1,934,438	REGISTERED	21
<b>DAILY SPECTACLES</b>							
United States	T16955	6/18/1993	74/403,049	12/20/1994	1,868,852	REGISTERED	9
<b>EYE ENERGY</b>							
United States	T13169	11/23/1987	73/697,072	11/22/1988	1,513,421	REGISTERED	09
<b>EYECLASS</b>							
United States	T13166	11/23/1987	73/697,071	11/15/1988	1,512,453	REGISTERED	09
<b>EYEPROFILE</b>							
United States	T13167	11/23/1987	73/697,074	11/15/1988	1,512,454	REGISTERED	09
<b>EYESOCIETY</b>							
United States	T13171	11/23/1987	73/697,069	12/6/1988	1,515,205	REGISTERED	09
<b>EYETEMPO</b>							
United States	T13170	11/23/1987	73/697,073	11/22/1988	1,513,422	REGISTERED	09
<b>EYEWARE FOR EVERYWEAR</b>							
United States	T13168	11/23/1987	73/697,070	11/22/1988	1,513,420	REGISTERED	09
<b>GAS</b>							
United States	T26807US0	3/23/1998	75/454,562	6/27/2000	2,362,905	REGISTERED	09
<b>HAIR TREASURES</b>							
United States	T07398	10/1/1985	73/560,962	7/1/1986	1,399,650	REGISTERED	14
<b>HOT SPECS</b>							
United States	T07032	4/8/1986	73/592,294	10/28/1986	1,414,834	REGISTERED	09
<b>KIDS TREAZURES</b>							
United States	T32341US0	2/2/2001	76/203,835	9/30/2003	2,769,693	REGISTERED	003,009,014,026
<b>LE CLIP BY RIVIERA</b>							
United States	T10242	2/10/1984	73/465,184	12/25/1984	1,311,184	REGISTERED	26
<b>MONTE CARLO</b>							
United States	T10214	8/17/1971	72/400,403	9/12/1972	942,743	REGISTERED	26
<b>NATIONAL SUNGLASS LEAGUE/NSL &amp; DESIGN</b>							
United States	T16954	6/25/1993	74/405,825	4/4/1995	1,887,835	REGISTERED	9
<b>R (STYLIZED)</b>							
United States	T13172	5/2/1988	73/725,618	12/27/1988	1,517,865	REGISTERED	09

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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RIVGIRL							
United States	T30409US0	6/2/1999	75/719,044	9/11/2001	2,488,570	REGISTERED	09,14,26
RIVIERA							

United States	T10215	1/20/1956	72/001,172	2/12/1957	641,457	REGISTERED	40
United States	T10215B	3/3/1992	74/251,807	11/6/2001	2,504,806	REGISTERED	14
United States	T10246	6/29/1956	72/011,294	1/14/1958	657,116	REGISTERED	26

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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<b>RIVIERA CLASSIX</b>							
United States	T30234US0	10/21/1993	74/449,173	7/18/1995	1,906,385	REGISTERED	09
<b>RIVIERA KIDS</b>							
United States	T10215A	2/7/1992	74/244,048	11/13/2001	2,507,276	REGISTERED	014,026,26
<b>RIVIERA OPTIX</b>							
United States	T17155	10/21/1993	74/449,151	1/2/1996	1,946,018	REGISTERED	9

<b>SOLAR TECH DRIVERS</b>							
United States	T13175	12/5/1988	73/767,375	1/23/1990	1,578,716	REGISTERED	09
<b>SOLAR-TECH 100</b>							
United States	T10243	3/5/1985	73/525,245	9/17/1985	1,360,288	REGISTERED	09
<b>X-SPECS</b>							
United States	T26272US0	9/11/1997	75/355,483	5/25/1999	2,248,276	REGISTERED	09
<b>YOUNG WORLD</b>							
United States	T10241	6/3/1982	73/367,749	5/17/1983	1,238,231	REGISTERED	28