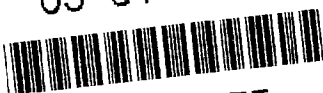


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Date of Deposit: September 13, 2004

03-31-2005



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Attorney Docket No. 16532.031200

9.13.04

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

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
Lantis Eyewear Corporation	Name: Lantis Acquisition Corp.
<input type="checkbox"/> Individuals <input type="checkbox"/> Association	Internal Address: _____
<input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership	Street Address: 1001 Brickell Bay Drive
<input checked="" type="checkbox"/> Corporate-State New Jersey	City: Miami State: Florida ZIP 33131
<input type="checkbox"/> Other National Association	<input type="checkbox"/> Individual(s) citizenship _____
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Association _____
3. Nature of conveyance:	<input type="checkbox"/> General Partnership _____
<input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger	<input type="checkbox"/> Limited Partnership _____
<input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name	<input checked="" type="checkbox"/> Corporation-State Delaware Corporation
<input type="checkbox"/> Other _____	If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from assignment)
Execution Date: August 16, 2004	Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

4. Application number(s) or trademark number(s):	
A. Trademark Application No(s): 78/221,323, 76/576,027	B. Trademark Registration No(s): See attached Schedule B
Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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SEP 13 AM 7:45
OPR/FINANCE

5. Name and address of party to whom correspondence Concerning document should be mailed:	6. Total number of applications and trademarks involved: [35]
Name: Trademark Administrator Address: GREENBERG TRAURIG, LLP One International Place Boston, MA 02110	7. Total fee (37 CFR 3.41) \$1,400.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> The Commissioner is authorized to charge Deposit Account No: 50-2678, Reference No: 16532.031200. <input checked="" type="checkbox"/> 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.

09/15/2004 ECOOPER 00000147 502678 78221323

01 FC:8521 40.00 DA
02 FC:8522 850.00 DA

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
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: [4]

Date: 8/16/04

LANTIS EYEWEAR CORPORATION

Name: [Signature]

Title: STUART CHIZON CEO, COO

State of New Jersey

Country of Morris

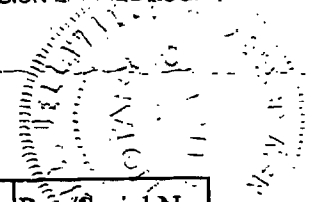
Subscribed and sworn to before me this 16th day of August 2004

Margaret L. Dellavalle
Notary Public

My commission expires MARGARET L. DELLAVALLE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 1, 2006

SCHEDULE B

Mark	Type	Reg/Serial No.
AMBERTEK	US Trademark	2,350,634
AUTOBAHN	US Trademark	2,727,629
BOOKMATES	US Trademark	2,654,667
CLIQUE	US Trademark	2,472,007
COMFORT-SOFT	US Trademark	2,759,175
CYBEROPTICS	US Trademark	2,466,024
EASY-FLEX	US Trademark	2,672,509
EDITOR'S CHOICE	US Trademark	1,877,501
EYE.D	US Trademark	2,423,797
EYE.D.OLOGY	US Trademark	78/221,323
FAMILY OPTICS	US Trademark	1,900,378
FX	US Trademark	2,201,103
FX KIDS	US Trademark	2,580,994
GO-GO'S	US Trademark	2,188,237
GREENSEEKER	US Trademark	2,263,386
INTRIGUE	US Trademark	2,409,292
LENSES FOR DRIVING	US Trademark	2,248,788



[Signature]

Mark	Type	Reg/Serial No.
METROPOLITAN	US Trademark	2,108,854
PLAYERS	US Trademark	2,358,446
PRIVATE ISSUE	US Trademark	2,396,313
ROAD (design)	US Trademark	2,386,754
S (and design)	US Trademark	2,080,959
SAFETY ZONE	US Trademark	2,392,657
SOLAR ECLIPSE	US Trademark	2,109,357
SOLAR ECLIPSE (miscellaneous design)	US Trademark	1,600,582
SOLARGENICS	US Trademark	1,449,476
SOLARGENICS	US Trademark	1,527,659
SOLARVISION	US Trademark	1,758,076
SUCCESS	US Trademark	2,432,121
UNITED VISION	US Trademark	2,739,080
US1	US Trademark	2,432,122
V	US Trademark	2,292,154
VERTICAL	US Trademark	76576027
WHAT YOU DON'T SEE CAN HURT YOU	US Trademark	1,482,191
ZEOLYTE	US Trademark	2,169,581
FAMILY OPTICS	Canadian Trademark	TMA582,705
GREENSEEKER	Canadian Trademark	TMA532,504
LANTIS EYEWEAR	Canadian Trademark	TMA575,206
SOLARGENICS	Canadian Trademark	TMA553,169
SOLARGENICS	Community Trademark	000959312

146800v1

Attorney Docket No. 16532.031200

ASSIGNMENT OF MARK

WHEREAS, **Lantis Eyewear Corporation**, a corporation of the State of New Jersey, having its principal place of business located at 755 Secaucus Road, Secaucus, New Jersey 07094, has adopted, used and is using the marks listed on **Schedule B** which are pending or registered with the United States Patent and Trademark Office, the Canadian Intellectual Property Office or the Office for Harmonization in the Internal Market (Office of the European Union):

WHEREAS, **Lantis Acquisition Corp.**, a Delaware corporation, as assignee of **HIG Recovery Fund II, Inc.** pursuant to that certain Assignment Agreement between **HIG Recovery Fund II, Inc.** and **Lantis Acquisition Corp.**, dated as of the date hereof, is desirous of acquiring said marks, and the application for or registration thereof:

NOW, THEREFORE, pursuant to Section 2(h)(iii) of that certain Asset Purchase Agreement, dated as of May 25, 2004, as amended and restated on July 29, 2004, by and between **HIG Recovery Fund II, Inc.** and **Lantis Eyewear Corporation** (the "APA"), for good and valuable consideration, the receipt of which is hereby acknowledged, said **Lantis Eyewear Corporation** does hereby assign without representation, warranty or recourse (other than pursuant to the APA) unto **Lantis Acquisition Corp.** all rights, title and interest in and to said mark in the United States, Canada, or the European Union together with the goodwill of the business symbolized by the mark, and the application for or registration thereof, as identified in **Schedule B**, and all causes of action for past infringement.