

**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>
REM OPTICAL COMPANY, INC.		03/16/2005	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PEARLE, INC.		
<b>Street Address:</b>	4000 LUXOTTICA PLACE		
<b>City:</b>	MASON		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45040		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78533000	ESSENTIAL EYEWEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(248)594-0610		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	248-594-0600		
<b>Email:</b>	TMDOCKETING@RADERFISHMAN.COM		
<b>Correspondent Name:</b>	MICHAEL D. FISHMAN		
<b>Address Line 1:</b>	39533 WOODWARD AVENUE		
<b>Address Line 2:</b>	SUITE 140		
<b>Address Line 4:</b>	BLOOMFIELD HILLS, MICHIGAN 48304		
<b>NAME OF SUBMITTER:</b>	MICHAEL D. FISHMAN		
<b>Signature:</b>	/MDF/		
<b>Date:</b>	04/15/2005		

CH \$40.00 78533000

Total Attachments: 3

**900023125**

**TRADEMARK  
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## TRADEMARK ASSIGNMENT

WHEREAS, **REM OPTICAL COMPANY, INC.**, a California corporation, having an address of 10941 La Tuna Canyon Road, Sun Valley, CA 91352, (the "ASSIGNOR"), has adopted, is using and is the owner of all right, title, and interest in and to the **ESSENTIAL EYEWEAR** trademark, including the corresponding United States pending trademark application number 78/533000 and abandoned trademark application number 76/498816 (collectively, the "Mark"); and

WHEREAS, **PEARLE, INC.**, a Delaware corporation, having an address of 4000 Luxottica Place, Mason, OH 45040 (the "ASSIGNEE"), is desirous of acquiring the entirety of ASSIGNOR's right, title and interest in and to the Mark;

WHEREAS, ASSIGNEE hereby agrees to pay ASSIGNOR the one time sum of Five Thousand Dollars and No Cents (\$5,000.00) to acquire ASSIGNOR's right, title and interest in and to the Mark (the "Agreement");

NOW, THEREFORE, in consideration of the mutual covenants and payment contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR, hereby sells, assigns, transfers and sets over unto ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR's entire right, title and interest in, to and under:

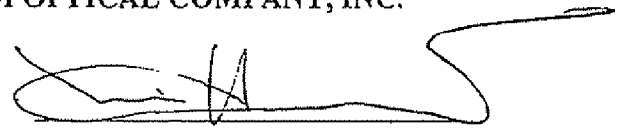
1. The Mark, together with the goodwill of ASSIGNOR's business appertaining thereto and/or symbolized thereby;
2. Any and all other rights, privileges and priorities of ASSIGNOR provided under United States, state or foreign law with respect to the Mark, including without limitation common law rights and rights under the laws of unfair competition ("Related Rights");
3. Any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Mark and Related Rights occurring prior to the date of execution of this Assignment, including the right to receive all proceeds and damages therefrom; and
4. Any and all rights to obtain renewal of registration or other legal protections pertaining to the Mark and Related Rights.

ASSIGNOR shall, without further consideration, comply with any reasonable request by ASSIGNEE, at ASSIGNEE's expense, to execute promptly any additional documents and take promptly any further action reasonably necessary to protect, secure and vest good, valid and marketable title to the Mark and Related Rights in ASSIGNEE and to record this Assignment with all appropriate authorities (including any documents necessary to record this Assignment in countries foreign to the United States).

IN WITNESS WHEREOF, the undersigned representative of ASSIGNOR has caused this Assignment to be duly executed and delivered as of the 16<sup>th</sup> day of MARCH, 2005.

REM OPTICAL COMPANY, INC.

By:



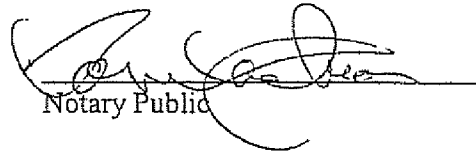
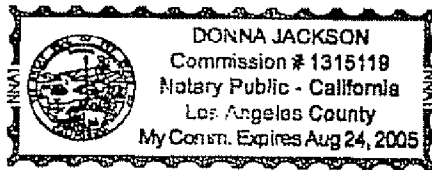
Name: MICHAEL HUNDERT

Title: PRESIDENT/CEO

Date: 3-16-05

STATE OF California )  
                                  ) SS:  
COUNTY OF Los Angeles )

Sworn to and subscribed before me this 16<sup>th</sup> day of March, 2005.



Notary Public

ANNEX A

ESSENTIAL EYEWEAR