

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lynn Roberts International, Inc.		07/20/2005	CORPORATION: NEBRASKA

RECEIVING PARTY DATA	
Name:	LRI Holdings Company, LLC
Street Address:	9100 F Street
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68127
Entity Type:	Limited Liability Company: MISSOURI

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1702930	LYNN ROBERTS INTERNATIONAL
Registration Number:	1667500	SERIES ONE READERS
Registration Number:	2863967	REAL LIFE UV PROTECTION WITH ATTITUDE LYNN ROBERTS INTERNATIONAL
Registration Number:	2888112	LYNN ROBERTSON INTERNATIONAL STUDIO ONE TOTAL UV PROTECTION
Registration Number:	2788355	THE KNOCK OFFS SUNWEAR TO KEEP YOU COOL.
Registration Number:	2694611	POLARIZED POLAR PRO MULTI-LAYER UV PROTECTION
Serial Number:	78484336	AMP
Serial Number:	78517879	SUNRUNNER
Serial Number:	78403356	POLAR PRO
Serial Number:	78403367	FRESH FACES
Serial Number:	78403347	TATS
Serial Number:	78403371	KOPYKAT

CH \$315.00 1702930

CORRESPONDENCE DATA

Fax Number: (314)552-7580
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3145526500
Email: ipdocket@thompsoncoburn.com
Correspondent Name: Jennifer Visintine
Address Line 1: One US Bank Plaza
Address Line 2: Thompson Coburn LLP
Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER:	Jennifer Visintine
Signature:	/jennifer visintine/
Date:	08/09/2005

Total Attachments: 6
source=LRI Trademark Assignment#page1.tif
source=LRI Trademark Assignment#page2.tif
source=LRI Trademark Assignment#page3.tif
source=LRI Trademark Assignment#page4.tif
source=LRI Trademark Assignment#page5.tif
source=LRI Trademark Assignment#page6.tif

TRADEMARK ASSIGNMENT

WHEREAS, Lynn Roberts International, Inc., a Nebraska corporation having offices at 9100 F Street, Omaha, NE 68127 ("Assignor") is the owner of the trademarks and United States trademark registrations listed in Schedule A attached hereto, the trademarks and pending United States trademark applications listed in Schedule B attached hereto, and the trademarks and pending intent-to-use United States applications listed in Schedule C attached hereto;

WHEREAS, LRI Holdings Company, LLC, a Missouri limited liability company having offices at 9100 F Street, Omaha, NE 68127 ("Assignee") is desirous of acquiring all of Assignor's right, title and interest in and to the trademarks and registrations listed in Schedule A, the trademarks and pending trademark applications listed in Schedule B, and any registrations issuing therefrom, and the trademarks and pending intent-to-use trademark applications listed in Schedule C and any registrations issuing therefrom, pursuant to the Asset Purchase Agreement among Assignor, Assignee and the other parties thereto executed on July 20, 2005, in connection with Assignee's purchase of Assignor's business; and

WHEREAS, Assignee has acquired and is acquiring the portion of Assignor's business to which the trademarks and pending intent-to-use trademark applications listed in Schedule C pertain, which business is ongoing and existing.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign and transfer unto Assignee the entire right, title and interest in and to the trademarks and registrations listed in Schedule A, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had no sale and assignment of said Marks been made.

2. Assignor does hereby sell, assign and transfer unto Assignee the entire right, title and interest in and to the trademarks and pending trademark applications listed in Schedule B, and any registrations issuing therefrom, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had no sale and assignment of said Marks been made.

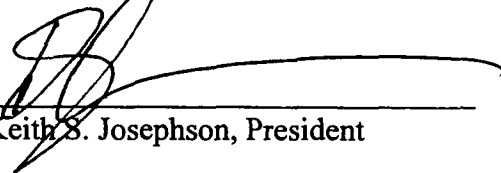
3. Assignor does hereby sell, assign and transfer unto Assignee the entire right, title and interest in and to the trademarks and pending intent-to-use trademark applications listed in Schedule C, and any registrations issuing therefrom, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had no sale and assignment of said Marks been made.

4. Assignor further agrees to execute such further documents reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, I have hereunto set my hand the 20th day of July,
2005.

LYNN ROBERTS INTERNATIONAL, INC.

By 
Keith S. Josephson, President

STATE OF NEBRASKA :
COUNTY OF Douglas : SS
:

On this 20th day of July, 2005, before me appeared Keith S. Josephson, to me personally known, who, being by me duly sworn, did say that he is the President of Lynn Roberts International, Inc., a Nebraska corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.




Notary Public

My Commission Expires: July 7, 2007

Schedule A

Trademark	Registration Number	Goods
LYNN ROBERTS INTERNATIONAL	1702930	Eyeglasses
SERIES ONE READERS	1667500	Eyeglasses
REAL LIFE UV PROTECTION WITH ATTITUDE LYNN ROBERTS INTERNATIONAL (& Design)	2863967	Sunglasses
LYNN ROBERTS INTERNATIONAL STUDIO ONE TOTAL UV PROTECTION (& Design)	2888112	Sunglasses
THE KNOCK OFFS SUNWEAR TO KEEP YOU COOL. (& Design)	2788355	Eyeglasses
POLARIZED POLAR PRO MULTI- LAYER UV PROTECTION (& Design)	2694611	Sunglasses

Schedule B

Trademark	Application Number	Goods
AMP	78484336	Eyeglasses and sunglasses
SUNRUNNER	78517879	Eyeglasses and sunglasses
POLAR PRO	78403356	Sunglasses
FRESH FACES	78403367	Sunglasses

Schedule C

Trademark	Application Number	Goods
TATS	78403347	Eyeglasses and sunglasses
KOPYKAT (& Design)	78403371	Sunglasses