

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
YOUNGER MFG. CO.		06/23/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	75 East Trimble Road
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	a Michigan banking corporation:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1112671	YOUNGER-LITE
Registration Number:	1122263	YOUNGER
Registration Number:	1123115	YOUNGER
Registration Number:	1337690	550 P.L.S.
Registration Number:	1345883	PLS
Registration Number:	1402990	REALITE
Registration Number:	1446041	SEAMLESS
Registration Number:	2072807	NUPOLAR
Registration Number:	2143122	IMAGE
Registration Number:	2309519	YOUNGER IMAGE
Registration Number:	2600674	CLEAR CHOICES
Registration Number:	2705044	TRILOGY
Registration Number:	2725767	PERFORMANCE WITHOUT COMPROMISE

CORRESPONDENCE DATA

TRADEMARK
REEL: 003148 FRAME: 0912

CH \$340.00 1112671

Fax Number: (858)677-1401
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 858-638-6717
Email: erin.obrien@dlapiper.com
Correspondent Name: Erin O'Brien
Address Line 1: 4365 Executive Drive
Address Line 2: Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121-2133

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	08/29/2005

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of June 23, 2005, by and between YOUNGER MFG. CO., a California corporation ("Grantor"), and COMERICA BANK ("Secured Party") with reference to the following facts:

RECITALS

A. Secured Party has agreed to lend to Grantor certain funds (the "Loan"), and Grantor desires to borrow such funds from Secured Party pursuant to the terms of that certain Business Loan Agreement, dated as of June 23, 2005, (the "Loan Agreement"). All initially capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement).

B. In order to induce Secured Party to enter into the Loan Agreement, Grantor has agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Grantor to Secured Party.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Agreement constitutes an assignment;

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(d) Each of the Patents is valid and enforceable to the best knowledge of Grantor, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement. Grantor shall register or cause to be registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product prior to the sale or licensing of such product to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C);

(f) Grantor shall promptly give Secured Party written notice of any applications or registrations of any additional intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any.

(g) Grantor shall (i) give Secured Party not less than thirty (30) days prior written notice of the filing of any applications or registrations of any additional intellectual property rights with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed (excluding from such notice requirement, until the filing thereof, any duty to deliver of copies of any actual documents to be filed), and (ii) prior to the filing of any such applications or registrations, shall execute such documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights to be registered by Grantor, and upon the request of Secured Party, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Grantor shall promptly provide Secured Party with (i) a copy of such applications or registrations, without the exhibits, if any, thereto, (ii) evidence of the filing of any documents requested by Secured Party to be filed for Secured Party to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing.

(h) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in Exhibits A, B and C to this Agreement;

(i) Grantor shall promptly execute, deliver or file such additional instruments and documents and take such further actions as Secured Party may reasonably request from time to time to perfect, continue the perfection or maintain the priority of Secured Party's security interest in the Intellectual Property Collateral;

(j) Grantor shall: (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights; (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected; and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(k) Secured Party may audit Grantor's Intellectual Property Collateral to confirm compliance with this Section 3, provided such audit may not occur more often than twice per year, unless an Event of Default has occurred and is continuing. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Section 3 to take but which Grantor fails to take within thirty (30) days of notice thereof to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 3.

(l) This Agreement creates in favor of Secured Party, and in the case of after acquired Intellectual Property Collateral, at the time Grantor first has rights in such after acquired Intellectual Property Collateral this Agreement will create in favor of Secured Party, a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(m) Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights such documents as are necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with,

any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

(n) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(o) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts if Grantor is required, in its commercially reasonable judgment, to accept such provisions; and

(p) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, provided, however, that prior to the occurrence of an Event of Default, Borrower shall not be responsible for any expenses associated with more than two (2) such audits or visitations per year.

6. Further Assurances; Attorney-in-Fact

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time on or after the occurrence of an Event of Default in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Documents; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within the earlier of five (5) days after Grantor's discovery of any such curable breach, or five (5) days after Grantor's receipt of notice of the occurrence of any such curable breach from Secured Party.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement; and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN DOCUMENTS, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

2925 California Street
Torrance, California 90503
Attn: Joseph David Rips
Fax number: (310) 328-8413

YOUNGER MFG. CO.,
a California corporation

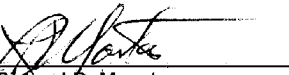
By: 
Name: Joseph David Rips
Title: President & CEO

SECURED PARTY:

Address of Secured Party:

75 East Trimble Road
San Jose, California 95131
Attn: Credit Manager
Fax number: (408) 556-5097

COMERICA BANK

By: 
Name: Richard D. Maestas
Title: First Vice President- Western Division

With a copy to:

301 East Ocean Boulevard
Suite 1800
Long Beach, California 90802
Attn: Richard D. Maestas
Fax number: (562) 590-2534

EXHIBIT A

Copyrights

<u>Title</u>	<u>Registration #</u>	<u>Date</u>
Opportunities in Sunwear	Txu 902-764	5-May-99

EXHIBIT B

Patents

<u>Patent Registration Number</u>	<u>Title</u>	<u>Description</u>	<u>Date Allowed</u>	<u>Date Filed</u>
6220703 B1	Ophthalmic lenses utilizing polyethylene terephthalate polarizing films	Lens with PET polarizer integrally bonded to lens material ("Master ESTHER")	24-Apr-01	29-Dec-99
6235396 B1	Optical lens comprising polyvinyl alcohol layer covalently bonded to a bulk lens polymer	Optical lens with an intermediate adhesive layer of polyurethane & polymethacrylate terpolymer to bond to PVA and bulk polymer	22-May-01	26-Jun-98
6391231 B1	Method for side-fill casting	Method for making lens with an embedded layer, using a gasket with multiple holes	21-May-02	22-Nov-99
6413641 B1	Treated polyethylene terephthalate films for polarizing improved adhesion in optical plastics	Optical-quality part with PET polarizer integrally bonded to plastic. May have hard coat bond to PET. Method of treating PET polarizer for integral bonding. Specified ranges of chemical species for treated film	2-Jul-02	29-Dec-99

EXHIBIT B

Patents
Page Two

<u>Patent Registration Number</u>	<u>Title</u>	<u>Description</u>	<u>Date Allowed</u>	<u>Date Filed</u>
6432327 B2	Formed polyethylene terephthalate film for polarizing incorporation in optical-grade plastic parts	Method of optical-quality part manufacture by forming heat-sensitive polarizer film into a self-supporting shape & incorporating it into a optical part without degrading optical or mechanical properties. Method of forming heat-sensitive film to complement a defined contour.	13-Aug-02	29-Dec-99
6585373 B2	Ophthalmic lenses utilizing polyethylene terephthalate polarizing films	CIP of Master ESTHER: optical-quality polarized part with hard coat integrally bonded to the PET film. Method of optical-quality part manufacture with hard coat integrally bonded to either film or optical construct	1-Jul-03	29-Dec-99
6759090 B2	Method for improved adhesion of an optical coating to a polarizing film	CIP of Master Esther; Method of forming directional grooves on a polarized film surface incorporated into an optical construct and other processes to improve coating adhesion. Various polarizers cited.	6-Jul-04	29-Dec-99

EXHIBIT C

Trademarks

<u>Trademark Registration Number</u>	<u>Word Mark</u>	<u>Description</u>	<u>Term</u>		
			<u>Date Allowed</u>	<u>Inc. (Yrs)</u>	
			<u>Date Filed</u>		
1112671	Younger-Lite	Optical lenses	6-Feb-79	10	12-Jun-78
1122263	Younger & symbol of lens with 2 focusing lines	Optical lenses; optical devices for post-operative care following eye surgery	17-Jul-79	10	12-Jun-78
1123115	Younger	Optical cleaner (class 003); Class 009: optical lens; optical devices for post-operative care in surgery cases; optical calibration and measurement devices	31-Jul-79	10	12-Jun-78
1337690	550 P.L.S.	controlled light absorption ophthalmic lenses	28-May-85	10	24-Aug-84
1345883	PLS	controlled light absorption ophthalmic lenses	2-Jul-85	10	20-Dec-84
1402990	Realite	Ophthalmic lenses	29-Jul-86	10	30-Dec-85
1446041	Seamless	Optical lenses	7-Jul-87	10	27-Jan-86
2072807	Nupolar	Ophthalmic lenses	17-Jan-97	10	16-Jan-96
2143122	Image	Progressive ophthalmic lenses	10-Mar-98	10	13-Nov-95
2309519	Younger Image	ophthalmic optical products, namely eyeglass lenses	18-Jan-00	10	13-Nov-95
2600674	Clear choices	incentive awards program	30-Jul-02	10	27-Feb-01
2705044	Trilogy	Prescription and non-prescription lenses, including coated, tinted & sunwear	8-Apr-03	10	18-Dec-99
2725767	Performance without compromise	Prescription and non-prescription lenses, including coated, tinted & sunwear	10-Jul-03	10	26-Oct-00
57838	Younger & symbol of lens with 2 focusing lines	Optical lens and optical devices	14-Jun-78	10	
79729	Realite	Ophthalmic lenses	6-Jan-86	10	