

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
Chemical Bank		06/22/1995	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Viva Optique, Inc.		
Street Address:	11 Stewart Place		
City:	Fairfield		
State/Country:	NEW JERSEY		
Postal Code:	07006		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1734451	SAVVY	
CORRESPONDENCE DATA			
Fax Number:	(973)836-0306		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-949-9022		
Email:	fterranella@lawabel.com		
Correspondent Name:	Frank Terranella		
Address Line 1:	666 Third Avenue		
Address Line 2:	10th Floor		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	829147		
NAME OF SUBMITTER:	Frank Terranella		
Signature:	/ft/		
Date:	12/12/2005		

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TRADEMARK
REEL: 003208 FRAME: 0917

Total Attachments: 5

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**REASSIGNMENT AND TRANSFER OF
TRADEMARK AND TRADENAME SECURITY ASSIGNMENT AND LICENSE AGREEMENT**

THIS REASSIGNMENT AND TRANSFER OF TRADEMARK AND TRADENAME SECURITY ASSIGNMENT AND LICENSE AGREEMENT (the "Agreement"), is made this 22nd day of June, 1995, by CHEMICAL BANK, a New York banking corporation with an address of 633 Third Avenue, New York, New York 10017 ("Chemical"), to VIVA OPTIQUE, INC., a New Jersey corporation with its principal place of business located at 11 Stewart Place, Fairfield, New Jersey 07006 and VIVA CANADA, INC., a corporation of the Province of New Brunswick, Canada with an office located at 11 Stewart Place, Fairfield, New Jersey 07006 (collectively and individually referred to as the "Companies").

WHEREAS, Chemical and the Companies entered into a certain financing arrangement pursuant to a certain Loan and Security Agreement dated March 30, 1994 by and between the Companies and Chemical, as amended by a certain Letter Agreement dated February 8, 1995 (collectively and individually referred to as the "Loan Agreement"); and

WHEREAS, in order to secure the Obligations of the Companies to Chemical (the term "Obligations" as used herein shall have the meaning provided for such term in the Loan Agreement), the Companies assigned and transferred to Chemical all of their right, title and interest in and to all of the Companies Tradenames and/or Trademarks, including without limitation the Tradenames and Trademarks and any Registrations which have issued in the United States thereon, as set forth in Exhibit A attached hereto (collectively and individually referred to as the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by these respective Trademarks, pursuant to a certain Trademark and Tradename Security Assignment and License Agreement dated March 30, 1994 and recorded in the U.S. Patent and Trademark Office on May 16, 1994, in Reel 1150 at Frame 0302 (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Chemical simultaneously granted the Companies a nontransferable, royalty-free, exclusive license to the Companies for the Trademarks, subject to the Companies' faithful performance of the terms and conditions of the Security Agreement; and

WHEREAS, the Companies now desire to obtain their financing from another lender and to fully pay and satisfy all of the Obligations of the Companies to Chemical; and

WHEREAS, the Companies have requested that, upon full payment and satisfaction of the Obligations of the Companies to Chemical, Chemical reassign all of the Trademarks to the Companies, together with the goodwill of the business connected with the use of and symbolized by these respective Trademarks;

NOW, THEREFOR, Chemical agrees as follows:

1. Chemical hereby reassigns and transfers to the Companies all of Chemical's right, title and interest in the Trademarks, and the registrations and applications for registration thereon which have issued, together with the goodwill symbolized by the Trademarks, registrations and applications, free of any warranties or representations by or on behalf of Chemical.

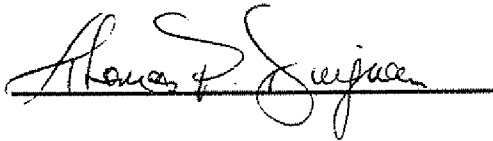
2. This reassignment and transfer includes, without limitation, the right to sue or recover in the name of the Companies all damages or profits arising out of past infringement and/or infringement that may arise hereafter on any of the respective Trademarks, or for injury to said goodwill, or acts of unfair competition either under Federal or State Law.

3. Pursuant to clause 13 of the Security Agreement, Chemical acknowledges that the execution and delivery of this Agreement is for recording the present reassignment by Chemical to the Companies and on the due recording thereof in the U.S. Patent and Trademark Office, at the expense of the Companies, the Security Agreement is deemed to be terminated and discharged between the parties, other than clause 12 of the Security Agreement, which shall survive the execution, delivery and recording of this Agreement.

4. Chemical agrees to execute, acknowledge and deliver any further instruments and documents and to take all such further actions or to comply with any applicable Federal or State laws which may be necessary or appropriate in order to carry out the intentions and purposes of this Agreement.

IN WITNESS WHEREOF, Chemical and the Companies have caused this Agreement to be fully executed by its officer thereunto duly authorized as of this 22nd day of June, 1995.

Witness:



CHEMICAL BANK

By:


G. LOUIS MCKINLEY,
Vice President

(Signatures continued on page 3)

(Signatures continued from page 2)

Acknowledged and accepted this 22nd day of June, 1995:

Witness:

Robert F. Green
Robert F. Green

Robert F. Green
Robert F. Green

VIVA OPTIQUE, INC.

By:

HARVEY ROSS, ALAN J. RUBINSTEIN
Vice President

VIVA CANADA, INC.

By:

HARVEY ROSS, ALAN J. RUBINSTEIN
Vice President

BANK ACKNOWLEDGMENT

NEW JERSEY
STATE OF NEW YORK)
Essex :ss.
COUNTY OF NEW YORK)

I certify that on the 22nd day of June, 1995 G. Louis McKinley personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered this document as a Vice President of Chemical Bank, the bank named in this document; and

(b) this document was signed and delivered by the bank as its voluntary act duly authorized by a proper resolution of its Board of Directors.

Alvin F. Guzman

CORPORATE ACKNOWLEDGMENT
As to Viva Optique, Inc.

STATE OF NEW JERSEY
COUNTY OF ESSEX)
:ss.

I certify that on June 22, 1995, ALAN J. RUBINFEED ~~Harvey Ross~~ personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered this document as the President of Viva Optique, Inc., the corporation named in this document; and

(b) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors.

Robert F. Green, Esq.
Atty at Law of N.J.

CORPORATE ACKNOWLEDGMENT
As to Viva Canada, Inc.

STATE OF NEW JERSEY
COUNTY OF ESSEX)
:ss.

I certify that on June 22, 1995, ALAN J. RUBINFEED ~~Harvey Ross~~ personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered this document as the President of Viva Canada, Inc., the corporation named in this document; and

(b) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors.

Robert F. Green, Esq.
Atty at Law of N.J.

EXHIBIT A
VIVA OPTIQUE, INC.

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BEAU MONDE	#1764095	April 13, 1993
HOT SPOT	#1482269	March 29, 1988
CEREDA	#1772248	May 18, 1993
SAVVY	#1734451	November 24, 1992
SAVVY EYES	#1522493	January 31, 1989

Trademarks in Application Process (as of date of Security Agreement)

Viva Uomo	#069164
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