

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Magnivision, Inc.		12/09/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as First Lien Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	76505696	1STEDITION
Registration Number:	1507921	MAGNIVISION
Registration Number:	2725266	MAGNIVISION SO MUCH MORE TO SEE
Serial Number:	76491059	OVER-SITES
Registration Number:	1646467	REDI-READERS
Serial Number:	76537305	SIMPLYSPECS
Registration Number:	2369425	XTRASIGHT
Registration Number:	2044979	XTRAVISION

CORRESPONDENCE DATA

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 455-7609  
 Email: ksolomon@stblaw.com  
 Correspondent Name: Kirstie Howard, Esq.  
 Address Line 1: Simpson Thacher & Bartlett LLP

OP \$215.00 76505696

Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1162
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	01/31/2006

Total Attachments: 8  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of December 9, 2005 is made by Magnivision, Inc. a Delaware corporation, (the “Obligor”), in favor of JPMorgan Chase Bank, N.A., as First Lien Collateral Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the First Lien Credit Agreement, dated as of December 9, 2005 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among FGX International, Inc., a Delaware corporation (“Borrower”), FGX International Limited, a British Virgin Islands international business company (the “BVI Borrower”, and together with the US Borrower, the “Borrowers”), the Lenders, the Agent, General Electric Capital Corporation, as Syndication Agent, and JPMorgan Chase Bank, N.A., as Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of December 9, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Magnivision, Inc.

By:

Name:

Title:

*Brian J. Lagarto*  
*Brian J. Lagarto*  
*CEO*

Magnivision Trademark -- First Lien

TRADEMARK  
REEL: 003237 FRAME: 0804

JPMorgan Chase Bank, N.A.  
as First Lien Collateral Agent for the Lenders

By: Kathryn A. Duncan

Name: KATHRYN A. DUNCAN

Title: VICE PRESIDENT

Magnivision Trademark – First Lien

TRADEMARK  
REEL: 003237 FRAME: 0805

ACKNOWLEDGMENT OF MAGNIVISION, INC.

STATE OF Rhode Island

COUNTY OF Providence <sup>SS</sup>

On the 6 day of December, 2005, before me personally came Brian J. Lagarto, who is personally known to me to be the CFO of Magnivision, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Karen A. Zito  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

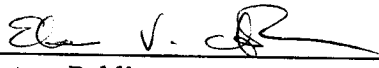
Magnivision Trademark – First Lien



ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF NEW YORK     )  
  ) ss  
COUNTY OF NEW YORK)

On the 6th day of December, 2005, before me personally came Kathryn A. Duncan, who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., who, being duly sworn, did depose and say that she/he is the Vice President in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

  
Notary Public     ELSA V. GRIFFITH  
Notary Public, State of New York  
No. 01GR4838119  
Qualified in Kings County  
Commission Expires March 30, 2007

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A****U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>TRADEMARK</b>	<b>CLASS</b>	<b>OWNER</b>	<b>STATUS</b>
ISTEDITION App. No. 76/505696	9	Magnivision, Inc.	Published and Allowed
MAGNIVISION Reg. No. 1,507,921	9	Magnivision, Inc.	Registered
MAGNIVISION SO MUCH MORE TO SEE Reg. No. 2,725,266	9	Magnivision, Inc.	Registered
OVER-SITES App. No. 76/491059	9	Magnivision, Inc.	Allowed
REDI-READERS Reg. No. 1,646,467	9	Magnivision, Inc.	Registered
SIMPLYSPECS App. No. 76/537305	9	Magnivision, Inc.	Published and Pending
XTRASIGHT Reg. No. 2,369,425	9	Magnivision, Inc.	Registered
XTRAVISION Reg. No. 2,044,979	9	Magnivision, Inc.	Registered