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
Magnivision, Inc.		12/09/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust Company, as Second Lien Collateral Agent
Street Address:	Rodney Square North
Internal Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	76505696	1STEDITION
Serial Number:	78685433	HYPERFLEXX
Serial Number:	78696267	HYPERFLEXX
Registration Number:	1507921	MAGNIVISION
Registration Number:	2725266	MAGNIVISION SO MUCH MORE TO SEE
Registration Number:	2887308	OVER-SITES
Registration Number:	1646467	REDI-READERS
Serial Number:	76537305	SIMPLYSPECS
Registration Number:	2369425	XTRASIGHT
Registration Number:	2044979	XTRAVISION

OP $265.00 76505696

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
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:	02/01/2006

Total Attachments: 7
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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 Wilmington Trust Company, a Delaware corporation, as Second Lien Collateral Agent (together with its successors and assigns in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Second 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 Second 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.

SECTION 6. The Second Lien Collateral Agent has been appointed Second Lien Collateral Agent hereunder pursuant to Section 10 of the Credit Agreement. It is expressly understood and agreed by the parties to this Agreement that any authority conferred upon the Second Lien Collateral Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Second Lien Collateral Agent pursuant to the Credit Agreement, and that Second Lien Collateral Agent has agreed to act (and any successor thereof shall act) as such hereunder only on the express conditions contained in the Credit Agreement. Any successor Second Lien Collateral Agent appointed in accordance with Section 10 of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Second Lien Collateral Agent thereunder and hereunder.

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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: BRIAN J LAGARTO

Title: CFO

ACKNOWLEDGMENT OF MAGNIVISION, INC.

STATE OF RHODE ISLAND)
COUNTY OF PROVIDENCE) ss

On the 16th day of December, 2005, before me personally came BRIAN J LAGNATO, 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 Sypolt
Notary Public

(PLACE STAMP AND SEAL ABOVE)

Wilmington Trust Company
as Second Lien Collateral Agent for the Lenders

By: _____
Name: James J. McGinley
Title: Authorized Signer

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	CLASS	OWNER	STATUS
ISTEDITION App. No. 76/505696	9	Magnivision, Inc.	Notice of Allowance issued 02/03/04; Statement of Use or 4th Extension of Time due 02/03/06
HYPERFLEXX App. No. 78/685,433	9	Magnivision, Inc.	Newly filed application, not yet assigned to examining attorney
HYPERFLEXX (Stylized) App. No. 78/696,267	9	Magnivision, Inc.	Newly filed application, not yet assigned to examining attorney
MAGNIVISION Reg. No. 1,507,921	9	Magnivision, Inc.	Registered; Renewal due 10/11/08
MAGNIVISION SO MUCH MORE TO SEE Reg. No. 2,725,266	09	Magnivision, Inc.	Registered; Declaration of use due 06/10/09; Renewal due 06/10/13
OVER-SITES Reg. No. 2,887,308	09	Magnivision, Inc.	Registered; Declaration of use due 09/21/10; Renewal due 09/21/14
REDI-READERS Reg. No. 1,646,467	9	Magnivision, Inc.	Registered; Renewal due 05/28/11
SIMPLYSPECS App. No. 76/537,305	09	Magnivision, Inc.	Notice of Allowance issued 06/22/04; Statement of Use or 3rd Extension of Time due 12/22/05
XTRASIGHT Reg. No. 2,369,425	9	Magnivision, Inc.	Registered; Declaration of use due 07/18/06; Renewal due 07/18/10
XTRAVISION Reg. No. 2,044,979	9	Magnivision, Inc.	Registered; Renewal due 03/11/07

RECORDED: 02/01/2006

TRADEMARK
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