

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
AAi.FosterGrant, Inc.		12/09/2005	CORPORATION: RHODE ISLAND

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: 46

Property Type	Number	Word Mark
Registration Number:	1485228	AAI
Registration Number:	2451758	ALL TERRAIN
Registration Number:	904720	AQUA-MATES
Registration Number:	427417	CORO
Registration Number:	1462644	DRIVER'S CHOICE
Registration Number:	2859761	EYE GEAR
Registration Number:	952456	EYE GEAR
Registration Number:	1935944	E-Z READERS
Registration Number:	2202605	FG
Registration Number:	2108860	FG
Serial Number:	78664867	FG
Serial Number:	78664842	FG
Serial Number:	78664904	FG

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Serial Number:	78566384	FGX
Serial Number:	78566699	FGX INTERNATIONAL
Serial Number:	78726921	FISH EYES
Registration Number:	1255021	FOSTER GRANT
Registration Number:	703527	FOSTER GRANT
Serial Number:	78664733	FOSTER GRANT
Serial Number:	78664785	FOSTER GRANT
Serial Number:	78664683	FOSTER GRANT
Serial Number:	78664801	FOSTER GRANT
Serial Number:	78679740	FOSTER GRANT SIGNATURE
Serial Number:	78679949	FOSTER GRANT SIGNATURE
Serial Number:	78679852	FOSTERGRANT
Registration Number:	3015813	FOSTERGRANT EXPEDITION
Serial Number:	78679401	FOSTERGRANT OPTICAL
Serial Number:	78679426	FOSTERGRANT OPTICAL
Serial Number:	78681683	FOSTERGRANT READER'S CHOICE
Registration Number:	2271291	FRIEND TO FRIEND
Registration Number:	615752	OPTI-CLIPS
Serial Number:	78642636	OPTOMICS
Registration Number:	1824281	PLATINUM COLLECTION
Serial Number:	78718736	PROVIDENCE JEWELS
Registration Number:	2992837	PURE EXPRESSIONS
Serial Number:	78679672	QUANTUM OPTICS
Registration Number:	1770750	READER'S CHOICE
Serial Number:	78525142	REX & RUBY
Registration Number:	1835284	SOLAR ACCENTS
Registration Number:	2159786	SPARE PAIR
Serial Number:	78461208	SPARE PAIR PLUS
Registration Number:	2327175	SUNREADERS
Registration Number:	1667549	TENDER TOUCH
Registration Number:	2302713	UNION EYEWARE
Registration Number:	2052157	"WHO'S THAT BEHIND THOSE FOSTER GRANTS!"
Registration Number:	2388089	WORLD TOUR

CORRESPONDENCE DATA

TRADEMARK
REEL: 003238 FRAME: 0636

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: 11
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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 AAi.FosterGrant, Inc., a Rhode Island corporation, and its subsidiary Quantum Optics, Inc., (collectively, the “Obligors”), 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 Obligors 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, Obligors 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, Obligors have 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, Obligors agree, 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. Obligors hereby pledge and grant a continuing security interest in, and a right of setoff against, and agree 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 Obligors' 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 Obligors 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. Obligors do 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.

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.

AAi.FosterGrant, Inc.

By: Brian J. Lagarto
Name: Brian J. Lagarto
Title: CFO

Quantum Optics, Inc.

By: Brian J. Lagarto
Name: Brian J. Lagarto
Title: CFO

Wilmington Trust Company
as Second Lien Collateral Agent for the Lenders

By: 

Name:

James J. McGinley

Title:

Authorized Signer

SCHEDULE A

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

TRADEMARK	CLASS	REG./APP. NO. REG./ APP. DATE	OWNER	STATUS
A and Design	9	3,013,833 11/08/05	Quantum Optics, Inc.	Registered; Declaration of Use due 11/08/11; Renewal due 11/08/15
A in Oval Design	25	78/244587 05/01/03	Quantum Optics, Inc.	Pending; Published for opposition 10/3/05
AAi (design)	14	1,485,228 04/19/88	AAi.FosterGrant, Inc.	Registered; Renewal due 04/19/08
ACCELERATING OPTICAL PERFORMANCE	9	78/721,434 09/27/2005	Quantum Optics, Inc.	Newly filed application, not yet assigned to an examining attorney
ALL TERRAIN	9	2,451,758 05/15/01	AAi.FosterGrant, Inc.	Registered; Declaration of use due 05/15/07; Renewal due 05/15/11
ANARCHY	9	78/680/722 07/28/02	Quantum Optics, Inc.	Newly filed application, not yet assigned to an examining attorney
ANARCHY EYEWEAR	9	2,049,496 04/01/97	Quantum Optics, Inc.	Registered; Renewal due 04/01/07
ANARCHY EYEWEAR and Design	9	2,309,729 01/18/00	Quantum Optics, Inc.	Registered; Declaration of use due 01/18/06; Renewal due 01/18/10
ANGEL	9	78/680,668	Quantum Optics, Inc.	Newly filed application, not yet assigned to an examining attorney
ANGEL EYEWEAR	9	2,582,474 06/18/02	Quantum Optics, Inc.	Registered; Declaration of use due 06/18/08; Renewal due 06/18/12
AQUA-MATES	9	904,720 12/22/70	AAi.FosterGrant, Inc.	Registered; Renewal due 12/22/10
CORO and Design	28	427,417 02/11/47	AAi.FosterGrant, Inc.	Registered; Renewal due 02/11/07
DRIVER'S CHOICE	9	1,462,644 10/27/87	AAi.FosterGrant, Inc.	Registered; Renewal due 10/27/07
EYE GEAR	9	2,859,761 07/06/04	AAi.FosterGrant, Inc.	Registered; Declaration of use due 07/06/10; Renewal due 07/06/14
EYE GEAR	9	952,456 01/30/73	AAi.FosterGrant, Inc.	Registered; Renewal due 01/30/13
E-Z READERS	9	1,935,944 11/14/95	AAi.FosterGrant, Inc.	Registered; Renewal due 0514/06 (grace period with fee)

AAi.FosterGrant Trademark – Second Lien

**TRADEMARK
REEL: 003238 FRAME: 0644**

TRADEMARK	CLASS	REG./APP. NO. REG./ APP. DATE	OWNER	STATUS
FG	9	2,202,605 11/10/98	AAi.FosterGrant, Inc.	Registered; Renewal due 11/10/08
FG and Design	9	2,108,860 10/28/97	AAi.FosterGrant, Inc.	Registered; Renewal due 10/28/07
FG (dotted design)	9	78/664,867 07/06/05	AAi.FosterGrant, Inc.	Newly filed application, not yet assigned to an examining attorney
FG (Stylized)	9	78/664,842 07/06/05	AAi.FosterGrant, Inc.	Newly filed application, not yet assigned to an examining attorney
FG (box design)	9	78/664,904 07/06/05	AAi.FosterGrant, Inc.	Newly filed application, not yet assigned to an examining attorney
FGX	9, 14	78/566,384 02/13/05	AAi.FosterGrant, Inc.	Published for opposition 11/15/05
FGX INTERNATIONAL	9, 14	78/566,699 02/14/05	AAi.FosterGrant, Inc.	Published for opposition 11/15/05
FISH EYES and Design	9	78/726,921 10/05/20	AAi.FosterGrant, Inc.	Newly filed application, not yet assigned to examining attorney
FOSTER GRANT	3, 8, 9, 21	1,255,021 10/25/83	AAi.FosterGrant, Inc.	Registered; Renewal due 10/25/13
FOSTER GRANT	9	703,527 08/30/60	AAi.FosterGrant, Inc.	Registered; Renewal due 08/30/10
FOSTER GRANT and Eyeglass Design	9	78/664,733 07/06/05	AAi.FosterGrant, Inc.	Newly filed application, not yet assigned to examining attorney
FOSTER GRANT and Eyeglass Design (Gray)	9	78/664,785 07/06/05	AAi.FosterGrant, Inc.	Newly filed application, not yet assigned to examining attorney
FOSTER GRANT and Sunglass Design	9	78/664,683 07/06/05	AAi.FosterGrant, Inc.	Newly filed application, not yet assigned to examining attorney
FOSTER GRANT and Sunglass Design (orange)	9	78/664,801 07/06/05	AAi.FosterGrant, Inc.	Newly filed application, not yet assigned to examining attorney
FOSTER GRANT SIGNATURE	9	78/679,740 07/27/05	AAi.FosterGrant, Inc.	Newly filed application, not yet assigned to examining attorney
FOSTER GRANT SIGNATURE (Stylized)	9	78/679,949 07/27/05	AAi.FosterGrant, Inc.	Newly filed application, not yet assigned to examining attorney
FOSTERGRANT	9	78/679,852 07/27/05	AAi.FosterGrant, Inc.	Newly filed application, not yet assigned to examining attorney

AAi.FosterGrant Trademark – Second Lien

TRADEMARK
REEL: 003238 FRAME: 0645

TRADEMARK	CLASS	REG./APP. NO. REG./ APP. DATE	OWNER	STATUS
FOSTERGRANT EXPEDITION	9	3,015,813 11/15/05	AAi.FosterGrant, Inc.	Registered; Declaration of use due 11/15/11; Renewal due 11/15/15
FOSTERGRANT OPTICAL	9	78/679,401 07/27/05	AAi.FosterGrant, Inc.	Newly filed application, not yet assigned to examining attorney
FOSTERGRANT OPTICAL and Design	9	78/679,426 07/27/05	AAi.FosterGrant, Inc.	Newly filed application, not yet assigned to examining attorney
FOSTERGRANT READER'S CHOICE	9	78/681,683 07/29/05	AAi.FosterGrant, Inc.	Newly filed application, not yet assigned to examining attorney
FRIEND TO FRIEND	14	2,271,291 08/24/99	AAi.FosterGrant, Inc.	Registered; Renewal due 08/24/09
G and Design	25	2,143,622 03/10/98	Quantum Optics, Inc.	Registered; Renewal due 03/10/08
G and Design	9	2,050,667 04/08/97	Quantum Optics, Inc.	Registered; Renewal due 04/08/07
G Design	9	78/681,754 07/29/05	Quantum Optics, Inc.	Newly filed application, not yet assigned to examining attorney
G GARGOYLE and Design	9	78/681,785 07/29/05	Quantum Optics, Inc.	Newly filed application, not yet assigned to examining attorney
GARGOYLE Design	9	1,302,458 10/30/84	Quantum Optics, Inc.	Registered; Renewal due 10/30/14
GARGOYLES	41	2,034,697 02/04/97	Quantum Optics, Inc.	Registered; Renewal due 02/04/07
GARGOYLES	25	2,060,279 05/13/97	Quantum Optics, Inc.	Registered; Renewal due 05/13/07
GARGOYLES	9	1,147,103 02/17/81	Quantum Optics, Inc.	Registered; Renewal due 02/17/11
GARGOYLES	28	1,100,890 08/29/78	Quantum Optics, Inc.	Registered; Renewal due 08/29/08
GARGOYLES	21	2,056,569 04/29/07	Quantum Optics, Inc.	Registered; Renewal due 04/29/07
GARGOYLES	18	1,977,755 06/04/96	Quantum Optics, Inc.	Registered; Renewal due 06/04/06
GARGOYLES	16	2,059,327 05/06/97	Quantum Optics, Inc.	Registered; Renewal due 05/06/07
GARGOYLES	9	78/680,755 07/28/05	Quantum Optics, Inc.	Newly filed application, not yet assigned to examining attorney
GARGOYLES PERFORMANCE EYEWEAR	9	2,061,448 05/13/97	Quantum Optics, Inc.	Registered; Renewal due 05/13/07

AAi.FosterGrant Trademark – Second Lien

TRADEMARK
REEL: 003238 FRAME: 0646

TRADEMARK	CLASS	REG./APP. NO. REG./ APP. DATE	OWNER	STATUS
GARGOYLES PERFORMANCE EYEWEAR	9	78/559,021 02/02/05	Quantum Optics, Inc.	Response to Office Action due 02/28/06
GARGOYLES PROTECTIVE EYEWEAR	9	2,414,240 12/19/00	Quantum Optics, Inc.	Registered; Declaration of use due 12/19/06; Renewal due 12/19/10
GXP (Stylized)	9	78/345,244 12/23/03	Quantum Optics, Inc.	Published for opposition 10/03/05
IDOL-EYEZ	9	2,838,924 05/04/04	Quantum Optics, Inc.	Registered; Declaration of Use due 05/04/10; Renewal due 05/04/14
OCTANE	9	2,063,346 05/20/97	Quantum Optics, Inc.	Registered; Renewal due 05/20/07
OPTI-CLIPS (Stylized)	9	615,752 11/08/1955	AAi.FosterGrant, Inc.	Registered; Renewal due 05/08/06 (grace period)
OPTOMICS	9	78/642,636 06/02/05	AAi.FosterGrant, Inc.	Newly filed application, not yet assigned to examining attorney
PALADIN	9	2,102,013 09/30/97	Quantum Optics, Inc.	Registered; Renewal due 09/30/07
PE and Design	9	1,412,125 10/07/86	Quantum Optics, Inc.	Registered; Renewal due 10/07/06
PLATINUM COLLECTION	9	1,824,281 03/01/94	AAi.FosterGrant, Inc.	Registered; Renewal due 03/01/14
PRIVATE EYES	9	1,736,296 12/01/92	Quantum Optics, Inc.	Registered; Renewal due 12/01/12
PRIVATE EYES	42	1,414,574 10/21/86	Quantum Optics, Inc.	Registered; Renewal due 10/21/06
PRIVATE EYES	9	1,387,416 03/25/86	Quantum Optics, Inc.	Registered; Renewal due 03/25/06
PRIVATE EYES SPORT	9	1,507,947 10/11/88	Quantum Optics, Inc.	Registered; Renewal due 10/11/08
PROVIDENCE JEWELS	14	78/718,736 09/22/05	AAi.FosterGrant, Inc.	Newly filed application, not yet assigned to examining attorney
PURE EXPRESSIONS	14	2,992,837 09/06/05	AAi.FosterGrant, Inc.	Registered; Declaration of use due 09/06/11; Renewal due 09/06/15
QUANTUM OPTICS	9	78/679,672 07/27/05	AAi.FosterGrant, Inc.	Newly filed application, not yet assigned to examining attorney
READER'S CHOICE	9	1,770,750 05/11/93	AAi.FosterGrant, Inc.	Registered; Renewal due 05/11/13
REX & RUBY	18, 20, 25, 28	78/525,142 12/01/04	AAi.FosterGrant, Inc.	Published for opposition 09/06/05

AAi.FosterGrant Trademark – Second Lien

TRADEMARK
REEL: 003238 FRAME: 0647

TRADEMARK	CLASS	REG./APP. NO. REG./ APP. DATE	OWNER	STATUS
SNAKE EYES	9	1,551,676 08/15/89	Quantum Optics, Inc.	Registered; Renewal due 08/15/09
SOLAR ACCENTS	9	1,835,284 05/10/94	AAi.FosterGrant, Inc.	Registered; Renewal due 05/10/14
SPARE PAIR	9	2,159,786 05/26/98	AAi.FosterGrant, Inc.	Registered; Renewal due 05/26/08
SPARE PAIR PLUS	9	78/461,208 08/03/04	AAi.FosterGrant, Inc.	Published for opposition 09/06/05
SUNGLASS FACTORY	9	1,552,708 08/22/89	Quantum Optics, Inc.	Registered; Renewal due 08/22/09
SUNREADERS	9	2,327,175 03/07/00	AAi.FosterGrant, Inc.	Registered; Declaration of use due 03/07/06; Renewal due 03/07/10
TENDER TOUCH	14	1,667,549 12/10/91	AAi.FosterGrant, Inc.	Registered; Renewal due 12/10/11
TOMICHI STUDIO	9	2,540,883 02/19/02	Quantum Optics, Inc.	Registered; Declaration of use due 02/19/08; Renewal due 02/19/12
UNION EYEWEAR	9	2,302,713 12/21/99	AAi.FosterGrant, Inc.	Registered; Declaration of use due 12/21/05' Renewal due 12/21/09
WHO'S THAT BEHIND THOSE FOSTER GRANTS	9	2,052,157 04/15/97	AAi.FosterGrant, Inc.	Registered; Renewal due 04/15/07
WORLD TOUR	9	2,388,089 09/19/00	AAi.FosterGrant, Inc.	Registered; Declaration of use due 09/19/06; Renewal due 09/19/10

AAi.FosterGrant Trademark – Second Lien