

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TWOROGER ASSOCIATES LTD.		12/08/2005	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PEARLE, INC.		
<b>Street Address:</b>	4000 Luxottica Place		
<b>City:</b>	Mason		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45040		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76024114	DNA	
<b>Registration Number:</b>	2528567	DNA	
<b>Registration Number:</b>	2846855	TAO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(410)280-6758		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4102806608		
<b>Email:</b>	llaubscher@laubscherlaw.com		
<b>Correspondent Name:</b>	Lawrence E. Laubscher, Jr.		
<b>Address Line 1:</b>	1160 Spa Road, Suite 2B		
<b>Address Line 4:</b>	Annapolis, MARYLAND 21403		
<b>ATTORNEY DOCKET NUMBER:</b>	TWOROGER ASSIGNMENT		
<b>NAME OF SUBMITTER:</b>	Lawrence E. Laubscher, Jr.		
<b>Signature:</b>	/l/ljr/		

OP \$90.00 76024114

Date:

02/16/2006

Total Attachments: 3

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## TRADEMARK ASSIGNMENT

WHEREAS, **TWOROGER ASSOCIATES LTD.**, a New York corporation, having an address of 594 Broadway, New York, NY 10012 (the "ASSIGNOR"), has adopted, is using and is the owner of all right, title, and interest in and to certain trademarks, identified and listed on Annex A hereto (collectively, the "Scheduled Marks"); and

WHEREAS, **PEARLE, INC.**, a Delaware corporation, having an address of 4000 Luxottica Place, Mason, OH 45040 (the "ASSIGNEE"), is desirous of acquiring the entirety of ASSIGNOR's right, title and interest in and to the Scheduled Marks;

WHEREAS, ASSIGNEE hereby agrees to pay ASSIGNOR the one time sum of Ten Dollars and No Cents (\$10.00) to acquire ASSIGNOR's right, title and interest in and to the Scheduled Marks (the "Agreement");

NOW, THEREFORE, in consideration of the mutual covenants and payment contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR, hereby sells, assigns, transfers and sets over unto ASSIGNEE, its successors, legal representatives and assigns, ASSIGNOR's entire right, title and interest in, to and under:

1. The Scheduled Marks, together with the goodwill of ASSIGNOR's business appertaining thereto and/or symbolized thereby;
2. Any and all other rights, privileges and priorities of ASSIGNOR provided under United States, state or foreign law with respect to the Scheduled Marks, including without limitation common law rights and rights under the laws of unfair competition ("Related Rights");
3. Any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Scheduled Marks and Related Rights occurring prior to the date of execution of this Assignment, including the right to receive all proceeds and damages therefrom; and
4. Any and all rights to obtain renewal of registration or other legal protections pertaining to the Scheduled Marks and Related Rights.

ASSIGNOR shall, without further consideration, comply with any reasonable request by ASSIGNEE, at ASSIGNEE's expense, to execute promptly any additional documents and take promptly any further action reasonably necessary to protect, secure and vest good, valid and marketable title to the Scheduled Marks and Related Rights in ASSIGNEE and to record this Assignment with all appropriate authorities (including any documents necessary to record this Assignment in countries foreign to the United States).

IN WITNESS WHEREOF, the undersigned representative of ASSIGNOR has caused this Assignment to be duly executed and delivered as of the 8<sup>th</sup> day of ~~April~~, 2005.

*December*

**TWOROGER ASSOCIATES LTD.**

By: 

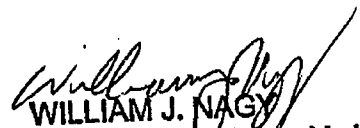
Name: Alessandro Lanaro

Title: President

Date: 12/08/05

STATE OF New York,  
COUNTY OF New York ) SS:

Sworn to and subscribed before me this 08 day of December, 2005.

  
WILLIAM J. NAGY  
Notary Public, State of New York  
Notary Public No. 01NA4762775  
Qualified in New York County  
Commission Expires April 30, 2006

**ANNEX A**

	<b><u>Registration/ Application No.</u></b>	<b><u>Registration/ Application Date</u></b>	<b><u>Inter'l. Cl.</u></b>	<b><u>Status</u></b>
<b><u>United States</u></b>				
DNA	2,528,567	1/8/2002	009	Registered
DNA	76/024114	4/12/2000	035	Abandoned
TAO	2,846,855	5/25/2004	009	Registered
<b><u>Canada</u></b>				
DNA	TMA621878	10/6/2004	009	Registered