

**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>
LRI Holdings Company, LLC		02/15/2006	LIMITED LIABILITY COMPANY: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dioptics Medical Products, Inc.		
<b>Street Address:</b>	125 Venture Drive		
<b>City:</b>	San Luis Obispo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93401		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2694611	POLARIZED POLAR PRO MULTI-LAYER UV PROTECTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(408)293-9031		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(408) 293-9000		
<b>Email:</b>	derek@westberglaw.com		
<b>Correspondent Name:</b>	Derek J. Westberg		
<b>Address Line 1:</b>	2 N. 2nd St., Ste. 1390		
<b>Address Line 4:</b>	San Jose, CALIFORNIA 95113		
<b>ATTORNEY DOCKET NUMBER:</b>	DIOP-07304		
<b>NAME OF SUBMITTER:</b>	Derek J. Westberg		
<b>Signature:</b>	/Derek J. Westberg/		
<b>Date:</b>	03/29/2006		

OP \$40.00 2694611

Total Attachments: 2

source=TM Assignment Ser No 2,694,611#page1.tif

source=TM Assignment Ser No 2,694,611#page2.tif

**ASSIGNMENT OF TRADEMARKS**

This **ASSIGNMENT OF TRADEMARKS** (the "*Assignment*") is entered into effective as of Feb 15, 2006, by **LRI HOLDINGS COMPANY, LLC** ("*LRI*"), a Missouri limited liability company, and **DIOPTICS MEDICAL PRODUCTS, INC.** ("*Dioptics*"), a California corporation. Each of LRI and Dioptics are sometimes referred to herein as a "*Party*" and collectively as "*Parties*".

**WHEREAS**, LRI has agreed to assign, transfer, and convey all right, title, and interest in the LRI Marks (defined below) to Dioptics in exchange for the sum of \$3,500 (three thousand five hundred dollars); and

**WHEREAS**, the Parties wish to memorialize the transfer of the LRI Marks through this Assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby confirm that:

**LRI MARKS**

"LRI Marks" shall mean LRI's POLARIZED POLAR PRO MULTI-LAYER UV PROTECTION trademark, in word mark, stylized, and/or design formats using the POLARIZED POLAR PRO MULTI-LAYER UV PROTECTION name and any and all of LRI's common law rights in the aforementioned items, together with all good will associated with and symbolized by the aforementioned items, as identified in Schedule 1 hereto and all of the good will associated with and symbolized by such marks.

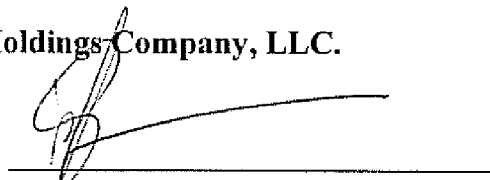
**ASSIGNMENT**

LRI has assigned and transferred, and Dioptics has received and accepted, all of LRI's rights, title and interest throughout the world in and to the LRI Marks, and all rights, claims and privileges pertaining to the LRI Marks, including without limitation: the registrations and applications pertaining thereto, together with the good will of the business associated with and symbolized by the LRI Marks; and the right to sue and recover for damages for past, present, and future infringements thereof and to stand in the place of LRI in all matters related thereto.

**IN WITNESS WHEREOF**, LRI and Dioptics have caused this Assignment to be entered into as of the Effective Date.

**LRI Holdings Company, LLC.**

By: \_\_\_\_\_

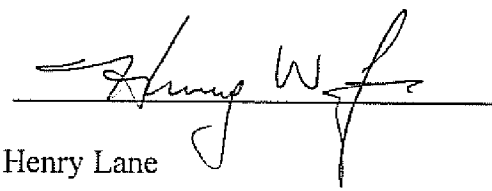


Name: Keith Josephson

Title: President

**Dioptics Medical Products, Inc.**

By: \_\_\_\_\_



Name: Henry Lane

Title: President and CEO

**SCHEDULE 1**  
**TO ASSIGNMENT OF TRADEMARKS**

**United States Trademarks**

<b>Mark</b>	<b>Application/Registration No.</b>	<b>Application/Registration Date</b>
<u>POLARIZED POLAR PRO</u> <u>MULTI-LAYER UV</u> <u>PROTECTION</u>	<u>2,694,611</u>	March 11, 2003