

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cole National Corporation		03/21/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Pearle, Inc.		
Street Address:	4000 Luxottica Place		
City:	Mason		
State/Country:	OHIO		
Postal Code:	45040		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78674555	AIR-TECH	
Serial Number:	78674471	AUTHENTICS EYEWEAR	
CORRESPONDENCE DATA			
Fax Number:	(513)765-6641		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5137656344		
Email:	smack@luxotticaretail.com		
Correspondent Name:	Susan Mack		
Address Line 1:	4000 Luxottica Place		
Address Line 4:	Mason, OHIO 45040		
ATTORNEY DOCKET NUMBER:	COLE-PEARLE ASSIGN U.S.		
NAME OF SUBMITTER:	Susan Mack		
Signature:	/susan mack/		
Date:	04/13/2006		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of March 21, 2006, by and between COLE NATIONAL CORPORATION, a Delaware corporation ("Assignor") and PEARLE, INC., a Delaware corporation ("Assignee").

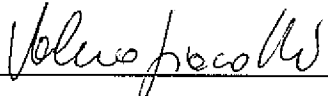
WHEREAS, Assignor desires to transfer, assign and convey to Assignee and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to the Trademarks (as hereinafter defined), together with the goodwill represented thereby, and any and all rights, claims and causes of action held by or inuring to the benefit of Assignor.

NOW, THEREFORE, for TEN AND NO/100 DOLLARS (\$10) and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. **Assignment.** Assignor hereby transfers, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks in the Territory (as hereinafter defined) and any and all rights, claims and causes of action held by or inuring to the benefit of Assignor in respect thereof.
2. **Definitions.** For purposes of this Trademark Assignment, "Territory" shall mean the United States and Canada; and "Trademarks" shall mean those trademarks, service marks and trade names listed and described on Schedule A hereto, together with all translations, adaptations, derivations and combinations thereof (including all domain names that incorporate such marks) and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith.
3. **Further Assurances.** Each party to this Trademark Assignment agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments, agreements and documents, and to do all such other acts and things, as may be required by law or as may be necessary or advisable to carry out the intent and purposes of this Trademark Assignment.
4. **Governing Laws.** This Trademark Assignment shall be construed and interpreted according to the laws of the State of Ohio, applicable to contracts to be wholly performed within the State of Ohio.
5. **Counterparts.** This Trademark Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Trademark Assignment.

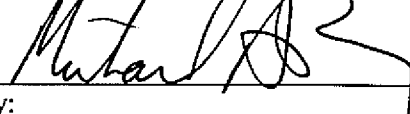
IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Trademark Assignment on the date first above-mentioned.

ASSIGNOR:
COLE NATIONAL CORPORATION



By:
Name: Valerio Giacobbi
Title/Position: President & Chief Executive Officer

ASSIGNEE:
PEARLE, INC.




By:
Name: Michael A. Boxer
Title/Position: Vice President & Secretary

ACKNOWLEDGEMENTS

STATE OF)
) ss.:
COUNTY OF)

On this day, before me came Valerio Giacobbi, personally known to me (or proved to me on the basis of satisfactory evidence) to be the President and Chief Executive Officer of Cole National Corporation, and acknowledged to me that he executed the foregoing Trademark Assignment in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.



Notary's Signature

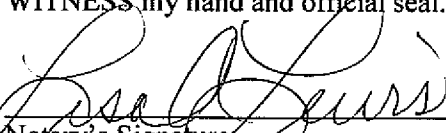


LISA POPOVICH-GERING
Notary Public, State of Ohio
My Commission Expires 09-05-10

STATE OF *New York*)
) ss.:
COUNTY OF *Nassau*)

On this day, before me came Michael A. Boxer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President and Secretary of Pearle, Inc., and acknowledged to me that he executed the foregoing Trademark Assignment in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal. (SEAL)



Notary's Signature

LISA A. LEWIS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01LE4743003
Qualified in Nassau County
Commission Expires 2/28/10

SCHEDULE A
UNITED STATES

<u>Trademark</u>	<u>Status/Symbol</u>	<u>Application No./Date</u>	<u>Registration Number/Date</u>
AIR-TECH	Pending 009	78/674555 20-Jul-2005	N/A
AUTHENTICS EYEWEAR	Pending 009	78/674471 20-Jul-2005	N/A