

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
Pearle Vision, Inc.		03/17/2006	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: 20

Property Type	Number	Word Mark
Serial Number:	78674504	DVIATIONS
Serial Number:	78594037	FLEXIBLES
Serial Number:	78310986	HEALTHYVIEWS
Serial Number:	78427184	INVISILENS
Serial Number:	78309804	PEARLE VISION EYE HEALTH ESSENTIALS
Serial Number:	78788054	PEARLEVIEW
Registration Number:	2807175	COME AS YOU ARE. LEAVE AS YOU WANT TO BE
Registration Number:	2851135	E-PEARLE
Registration Number:	2624581	EYE EXAMS AVAILABLE
Registration Number:	2310050	FLEXIBLES
Registration Number:	2167876	MICROSPORT
Registration Number:	2433974	NOBODY CARES FOR EYES BETTER THAN PEARLE
Registration Number:	2482693	NOBODY CARES FOR EYES MORE THAN PEARLE
Registration Number:	2330661	NOBODY CARES FOR EYES MORE THAN PEARLE

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Registration Number:	2349286	PEARLE VISION
Registration Number:	2753669	SEE THE CURE
Registration Number:	2860849	SHARED SIGHT
Registration Number:	2387663	SUNFOILS
Registration Number:	3030376	THORNTON & BANKS
Registration Number:	2029892	WHERE FASHION & VISION COME TOGETHER

CORRESPONDENCE DATA

Fax Number: (513)765-6641
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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:	PEARLE ASSIGNMENT
NAME OF SUBMITTER:	Susan Mack
Signature:	/susan mack/
Date:	05/01/2006

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of 17th day of March, 2006 by and between PEARLE VISION, INC., a Delaware corporation ("Assignor") and PEARLE, INC., a Delaware corporation ("Assignee").

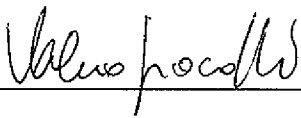
WHEREAS, Assignor desires to transfer, assign and convey to Assignee and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to the Trademarks (as hereinafter defined), together with the goodwill represented thereby, and any and all rights, claims and causes of 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 and any and all rights, claims and causes of action held by or inuring to the benefit of Assignor in respect thereof.
2. **Definition of Trademarks.** For purposes of this Trademark Assignment "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 incorporating 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: PEARLE VISION, INC.



By: _____
Name: Valerio Giacobbi
Title/Position: Chief Executive Officer

ASSIGNEE: PEARLE, INC.



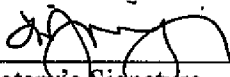
By: _____
Name: Michael A. Boxer
Title/Position: Vice President & Secretary

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 Chief Executive Officer of Pearle Vision, 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.



Notary's Signature



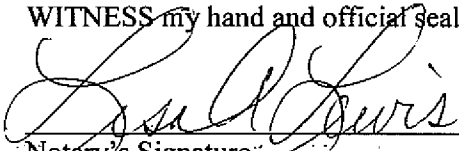
LISA POPOVICH-GERING
Notary Public, State of Ohio
My Commission Expires 09-05-10

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

TRADEMARK		STATUS/CLASS	APLN.NO/DATE	REGS.NO/DATE
Country: United States of America				
COME AS YOU ARE. LEAVE AS YOU WANT TO BE	65430-0370/	REGISTERED 35,44	76/362,025 23-Jan-2002	2,807,175 20-Jan-2004
DVIATIONS	65430-0433/	PENDING 9	78/674504 20-Jul-2005	
E-PEARLE	65430-0281/	REGISTERED 42,35	75/938,776 07-Mar-2000	2,851,135 08-Jun-2004
EYE EX AMS AVAILABLE & DESIGN	65430-0368/	REGISTERED 42,35	76/316,594 24-Sep-2001	2,624,581 24-Sep-2002
FLEXIBLES	65430-0001/	REGISTERED 9	75/518564 14-Jul-1998	2310050 18-Jan-2000
FLEXIBLES	65430-0421/	PENDING 9	78/594037 24-Mar-2005	
HEALTHYVIEWS	65430-0405/	PENDING 35	78/310986 08-Oct-2003	
INVISILENS	65430-0409/	PENDING 9	78/427184 28-May-2004	
MICROSPORT	65430-0019/	REGISTERED 9	74/664,209 21-Apr-1995	2,167,876 23-Jun-1998
NOBODY CARES FOR EYES BETTER THAN PEARLE	65430-0003/	REGISTERED 35,42	75/572,858 19-Oct-1998	2,433,974 06-Mar-2001
NOBODY CARES FOR EYES MORE THAN PEARLE	65430-0026/	REGISTERED 9	75/385,733 06-Nov-1997	2,482,693 28-Aug-2001
NOBODY CARES FOR EYES MORE THAN PEARLE	65430-0025/	REGISTERED 42	75/386066 06-Nov-1997	2330661 21-Mar-2000
PEARLE VISION	65430-0023/	REGISTERED 42,35	75/421424 22-Jan-1998	2349286 16-May-2000
PEARLE VISION CENTER & DESIGN	65430-0030/	REGISTERED 42		S4,283 26-Feb-1981
PEARLE VISION EYE HEALTH ESSENTIALS	65430-0404/	PENDING 5	78/309,804 06-Oct-2003	
PEARLEVIEWS	65430-0444/	PENDING 35	78/788054 10-Jan-2006	

SCHEDULE A
UNITED STATES

TRADEMARK		STATUS/CLASS	APLN.NO/DATE	REGS.NO/DATE
SEE THE CURE	65430-0351/	REGISTERED 36,42	76/149,670 18-Oct-2000	2,753,669 19-Aug-2003
SHARED SIGHT	65430-0372/	REGISTERED 44	76/394,204 11-Apr-2002	2,860,849 06-Jul-2004
SUNFOILS	65430-0278/	REGISTERED 9	75/794,241 08-Sep-1999	2,387,663 19-Sep-2000
THORNTON & BANKS	65430-0408/	REGISTERED 9	78/367743 13-Feb-2004	3030376 13-Dec-2005
WHERE FASHION & VISION COME TOGETHER	65430-0016/	REGISTERED 42	75/009,676 18-Oct-1995	2,029,892 14-Jan-1997
Country: Colorado				
PEARLE VISION CENTER & DESIGN	65430-0044/	REGISTERED 42		T18,176 28-Oct-1980
Country: Maine				
PEARLE VISION CENTER	65430-0096/	REGISTERED 42,35		19,810,097 23-Oct-1980
Country: Maryland				
PEARLE VISION CENTER & DESIGN	65430-0095/	REGISTERED 42		694 16-Mar-1981
Country: Michigan				
PEARLE VISION CENTER & DESIGN	65430-0094/	REGISTERED 42		M34-025 12-Feb-1981
Country: Nebraska				
PEARLE VISION CENTER & DESIGN	65430-0086/	REGISTERED 42		812 22-Oct-1980
Country: New Hampshire				
PEARLE VISION CENTER	65430-0051/	REGISTERED 42		n/a 27-Oct-1980
PEARLE VISION EXPRESS	65430-0084/	REGISTERED 42,35		117,961 19-Jun-1989
Country: North Dakota				
PEARLE VISION EXPRESS	65430-0067/	REGISTERED 42		4,847,500 28-Aug-1989
Country: Ohio				
PEARLE VISION CENTER	65430-0066/	REGISTERED 35		3,809 23-Oct-1980
Country: Texas				
PEARLE VISION CENTER & DESIGN	65430-0041/	REGISTERED 42		38,819 22-Jun-1981

SCHEDULE A
UNITED STATES

<u>TRADEMARK</u>		<u>STATUS/CLASS</u>	<u>APLN.NO/DATE</u>	<u>REGS.NO/DATE</u>
Country: Utah				
PEARLE VISION CENTER & DESIGN	65430-0075/	REGISTERED 42		25,042 25-Oct-1980
Country: Virginia				
PEARLE VISION CENTER & DESIGN	65430-0073/	REGISTERED 42		n/a 13-Feb-1981
Country: Washington				
PEARLE VISION CENTER & DESIGN	65430-0032/	REGISTERED 42		12,784 03-Sep-1981
Country: West Virginia				
PEARLE VISION CENTER & DESIGN	65430-0072/	REGISTERED 42		N/A 02-Apr-1986