

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	05/01/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Luxury Optical Holdings (Intermediary) Co.		05/01/2006	CORPORATION: DELAWARE
Luxury Optical Holdings Co.		05/01/2006	CORPORATION: DELAWARE
Morgenthal-Frederics Opticians, Inc.		05/01/2006	CORPORATION: NEW YORK
Morgenthal Frederics of Boston, Inc.		05/01/2006	CORPORATION: MASSACHUSETTS
N. Y. See, Inc.		05/01/2006	CORPORATION: NEW YORK
Morgenthal-Frederics Optical Stores, Inc.		05/01/2006	CORPORATION: NEW YORK
Lunettes, LLC		05/01/2006	LIMITED LIABILITY COMPANY: NEVADA
Optical Fashion Center, Inc.		05/01/2006	CORPORATION: CALIFORNIA
Manjack Optics, Inc.		05/01/2006	CORPORATION: CALIFORNIA
Optical Dispensary Management, Inc.		05/01/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Magnetar Financial LLC, as Administrative Agent
Street Address:	1603 Orrington Avenue
Internal Address:	Suite 1300
City:	Evanston
State/Country:	ILLINOIS
Postal Code:	60201
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
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900048261

**TRADEMARK
 REEL: 003302 FRAME: 0985**

CH \$90.00 171772

Registration Number:	1717772	MAX & CO.
Registration Number:	2456469	MORGENTHAL FREDERICS
Registration Number:	2964808	MORGENTHAL FREDERICS

CORRESPONDENCE DATA

Fax Number: (404)685-5137
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-2137
Email: lashanajimmar@paulhastings.com
Correspondent Name: LaShana C. Jimmar, Sr. Paralegal
Address Line 1: 600 Peachtree Street, NE
Address Line 2: Suite 2400
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	05/04/2006

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of May, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and MAGNETAR FINANCIAL LLC, in its capacity as administrative agent for the Secured Parties (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 1, 2006 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among Luxury Optical Holdings Company LLC, a Delaware limited liability company, as a guarantor, each of Luxury Optical Holdings Co., a Delaware corporation, Morgenthal-Frederics Opticians, Inc., a New York corporation, Morgenthal Frederics of Boston, Inc., a Massachusetts corporation, N.Y. See, Inc., a New York corporation, Morgenthal-Frederics Optical Stores, Inc., a New York corporation, Lunettes, LLC, a Nevada limited liability company, Optical Fashion Center, Inc., a California corporation, Manjack Optics, Inc., a California corporation, and Optical Dispensary Management, Inc., a California corporation (each a "Borrower" and, collectively, "Borrowers"), the financial institutions party thereto from time to time as "Lenders" (the "Lenders"), and Administrative Agent, Administrative Agent and the Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof, and

WHEREAS, Administrative Agent and the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of May 1, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and

under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any person shall be construed to include such person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**LUXURY OPTICAL HOLDINGS
(INTERMEDIARY) CO.**, a Delaware
corporation

By: 

Name: Pierre Keyser

Title: Chief Executive Officer

LUXURY OPTICAL HOLDINGS CO., a
Delaware corporation

By: 

Name: Pierre Keyser

Title: Chief Executive Officer

**MORGENTHAL-FREDERICS OPTICIANS,
INC.**, a New York corporation

By: 

Name: Pierre Keyser

Title: Chief Executive Officer

**MORGENTHAL FREDERICS OF BOSTON,
INC.**, a Massachusetts corporation

By: 

Name: Pierre Keyser

Title: Chief Executive Officer

N. Y. SEE, INC., a New York corporation

By: 

Name: Pierre Keyser

Title: Chief Executive Officer

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003302 FRAME: 0990

**MORGENTHAL-FREDERICS OPTICAL
STORES, INC., a New York corporation**

By: 

Name: Pierre Keyser
Title: Chief Executive Officer

**LUNETTES, LLC, a Nevada limited liability
company**

By: 

Name: Pierre Keyser
Title: Chief Executive Officer

**OPTICAL FASHION CENTER, INC., a
California corporation**

By: 

Name: Pierre Keyser
Title: Chief Executive Officer

**MANJACK OPTICS, INC., a California
corporation**

By: 

Name: Pierre Keyser
Title: Chief Executive Officer


**OPTICAL DISPENSARY MANAGEMENT,
INC., a California corporation**

By: 

Name: Pierre Keyser
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED
BY:

MAGNETAR FINANCIAL LLC,
as Administrative Agent

By: 
Name: Paul Smith
Title: General Counsel

DEL
5-1-06

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Name of Company</u>	<u>Description</u>	<u>Application/ Trademark No.</u>	<u>Issue Date</u>
Optical Fashion Center, Inc.	Max & Co.	1,717,772	9/22/92
Morgenthal-Frederics Opticians, Inc.	Morgenthal Frederics Logo	2,456,469	5/29/01
Morgenthal-Frederics Opticians, Inc.	Morgenthal Frederics	2,964,808	7/5/05