

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
The United States Shoe Corporation		06/12/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cole National Corporation		
Street Address:	4000 Luxottica Place		
City:	Mason		
State/Country:	OHIO		
Postal Code:	45040		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1522478	AUTHENTICS	
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:	Luxottica Retail		
Address Line 1:	4000 Luxottica Place		
Address Line 2:	Attn.: Susan Mack		
Address Line 4:	Mason, OHIO 45040		
ATTORNEY DOCKET NUMBER:	AUTHENTICS - COLE ASSIGN		
NAME OF SUBMITTER:	Susan Mack		
Signature:	/susan mack/		

CH \$40.00 1522478

Date:

07/05/2006

Total Attachments: 4

source=Cole Natl-USShoe Assignment#page1.tif

source=Cole Natl-USShoe Assignment#page2.tif

source=Cole Natl-USShoe Assignment#page3.tif

source=Cole Natl-USShoe Assignment#page4.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of June 12, 2006 by and between The United States Shoe Corporation, a Delaware corporation, with a principal place of business at 44 Harbor Park Drive, Port Washington, NY 11050 ("Assignor") and Cole National Corporation, a Delaware corporation, with a principal place of business at 4000 Luxottica Place, Mason, OH 45040 ("Assignee").

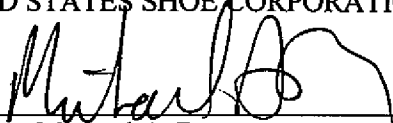
WHEREAS, Assignor desires to transfer, assign and convey to Assignee and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to the Trademark (as hereinafter defined), together with the goodwill represented thereby, and any and all rights, claims and causes of 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:

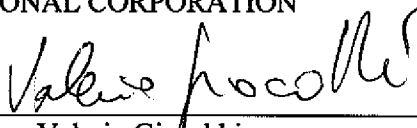
1. Assignment. Assignor hereby transfers, assigns and conveys to Assignee all of its right, title and interest in and to the Trademark and any and all rights, claims and causes of action held by or inuring to the benefit of Assignor in respect thereof.
2. Definition of Trademarks. For purposes of this Trademark Assignment, "Trademark" shall mean the trademark listed and described on Schedule A hereto, together with all translations, adaptations, derivations and combinations thereof 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 parties hereto have executed this Trademark Assignment on the date first above written.

THE UNITED STATES SHOE CORPORATION

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

COLE NATIONAL CORPORATION

By: 
Name: Valerio Giapobbi
Title: President & Chief Executive Officer

ACKNOWLEDGMENTS

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

On this 12th day of June, 2006, 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 The United States Shoe 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. (SEAL)

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

STATE OF OHIO)
) ss.:
COUNTY OF WARREN)

On this 30th day of June, 2006, 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. (SEAL)

Tracie L. Coasto
Notary's Signature
TRACIE L. COASTO
Notary Public, State of Ohio
My Commission Expires Sept. 11, 2008

SCHEDULE A

<u>TRADEMARK</u>	<u>CLASS</u>	<u>REGS. NO.</u>	<u>REGS. DATE</u>
AUTHENTICS	9	1,522,478	1/31/1989