

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 Vision Corporation		06/12/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Cole National Corporation
Street Address:	4000 Luxottica Place
City:	Mason
State/Country:	OHIO
Postal Code:	45040
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2768300	BROOKPOINTE
Registration Number:	2454788	CONTACTS DIRECT
Registration Number:	2706594	CONTACTS DIRECT
Registration Number:	2018573	EXAM PLUS
Registration Number:	1060244	FASHION TINTS
Registration Number:	2130426	FUNDAMENTAL
Registration Number:	1425601	GARDEYES
Registration Number:	0866296	HEAD HUGGER
Registration Number:	2759512	LITE LOOKS
Registration Number:	2901924	LOGONLENZ
Registration Number:	2845755	PEEK! PRESCHOOL EYE EXAMS ARE KEY
Registration Number:	1422591	PERSONALEYES
Registration Number:	2607589	PERSPECTA
Registration Number:	2696392	REACTORS

CH \$490.00 2768300

Registration Number:	2375942	REFLEXIONS
Registration Number:	2178511	S.P.E.C.S.
Registration Number:	2434650	VISION ONE
Registration Number:	1456928	VISION ONE EYECARE PROGRAM
Registration Number:	2865919	WEBSPECS

CORRESPONDENCE DATA

Fax Number: (513)765-6641

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 513-765-6344

Email: smack@luxotticaretail.com

Correspondent Name: Susan Mack

Address Line 1: Luxottica Retail

Address Line 2: 4000 Luxottica Place

Address Line 4: Mason, OHIO 45040

ATTORNEY DOCKET NUMBER:	COLE NATL. ASSIGNMENT
NAME OF SUBMITTER:	Susan Mack
Signature:	/susan mack/
Date:	08/21/2006

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of June 12, 2006 by and between Cole Vision Corporation, a Delaware corporation, with a principal place of business at 4000 Luxottica Place, Mason, OH 45040 ("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 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:

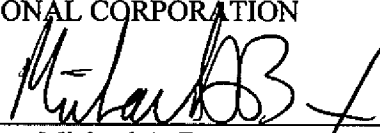
1. Assignment. Assignor hereby transfers, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks and any and all rights, claims and causes of action held by or inuring to the benefit of Assignor in respect thereof.
2. Definition of Trademarks. For purposes of this 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 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.

COLE VISION CORPORATION

By: 
Name: Valerio Giacobbi
Title: Chief Executive Officer

COLE NATIONAL CORPORATION

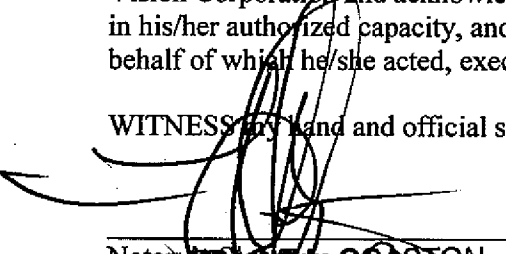
By: 
Name: Michael A. Boxer
Title: Vice President & Secretary

ACKNOWLEDGMENTS

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 Chief Executive Office of Cole Vision Corporation and acknowledged to me that he/she executed the foregoing Trademark Assignment in his/her authorized capacity, and that by his/her signature on the instrument he/she, or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal. (SEAL)

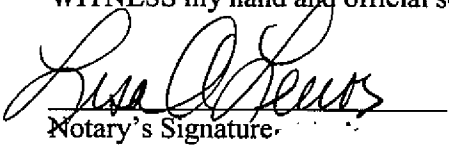


Notary Public **FRANK COASTON**
Notary Public, State of Ohio
My Commission Expires Sept. 11, 2006

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 Cole National Corporation and acknowledged to me that he/~~she~~ executed the foregoing Trademark Assignment in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument he/~~she~~, or the entity upon behalf of which he/~~she~~ 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

<u>TRADEMARK</u>	<u>STATUS/CLASS</u>	<u>APLN. NO.</u>	<u>REGS. NO.</u>
<u>CANADA</u>			
PEEK! PRESCHOOL EYE EXAMS ARE KEY & DESIGN	REGISTERED 35	1155400 10-Oct-2002	609225 04-May-2004
VISION ONE	REGISTERED 35, 42	1015790 17-May-1999	553312 02-Nov-2001
<u>UNITED STATES</u>			
BROOKPOINTE	REGISTERED 9	78/138,269 24-Jun-2002	2,768,300 23-Sep-2003
CONTACTS DIRECT	REGISTERED 35	75/842,165 05-Nov-1999	2,454,788 29-May-2001
CONTACTS DIRECT & DESIGN (New Design)	REGISTERED 35	76/372,832 19-Feb-2002	2,706,594 15-Apr-2003
EXAM PLUS	REGISTERED 42	74/373,822 31-Mar-1993	2,018,573 26-Nov-1996
FASHION TINTS & DESIGN	REGISTERED 09	73/070,049 24-Nov-1975	1,060,244 01-Mar-1977
FUNDAMENTAL	REGISTERED 09	75/225,845 15-Jan-1997	2,130,426 20-Jan-1998
GARDEYES	REGISTERED 09	73/604,326 16-Jun-1986	1,425,601 20-Jan-1987
HEAD HUGGER	REGISTERED 09	72/302,596 12-Jul-1968	866,296 11-Mar-1969
LITELOOKS	REGISTERED 09	76/176,956 04-Dec-2000	2,759,512 02-Sep-2003
LOGONLENZ	REGISTERED 09	76/158,555 02-Nov-2000	2,901,924 09-Nov-2004
PEEK! PRESCHOOL EYE EXAMS ARE KEY & DESIGN	REGISTERED 35	76/400,391 25-Apr-2002	2,845,755 25-May-2004
PERSONALEYES	REGISTERED 9,42	73/563,453 16-Oct-1985	1,422,591 30-Dec-1986
PERSPECTA	REGISTERED 9	76/345,224 05-Dec-2001	2,607,589 13-Aug-2002
REACTORS	REGISTERED 09	76/201,176 29-Jan-2001	2,696,392 11-Mar-2003
REFLEXIONS	REGISTERED 9	75/525887 27-Jul-1998	2375942 08-Aug-2000

SCHEDULE A

<u>TRADEMARK</u>	<u>STATUS/CLASS</u>	<u>APLN. NO.</u>	<u>REGS. NO.</u>
<u>UNITED STATES</u>			
S.P.E.C.S.	REGISTERED 41	75/329,687 24-Jul-1997	2,178,511 04-Aug-1998
VISION ONE	REGISTERED 35, 42	75/689,251 23-Apr-1999	2,434,650 13-Mar-2001
VISION ONE EYECARE PROGRAM	REGISTERED 42	73/560,204 26-Sep-1985	1,456,928 08-Sep-1987
WEBSPECS	REGISTERED 09	76/132,200 20-Sep-2000	2,865,919 27-Jul-2004