

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The United States Shoe Corporation		12/01/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Give the Gift of Sight Foundation		
<b>Street Address:</b>	4000 Luxottica Place		
<b>City:</b>	Mason		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45040		
<b>Entity Type:</b>	FOUNDATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78805666	GIFT OF SIGHT	
<b>Serial Number:</b>	78805684	GIVE THE GIFT OF SIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(513)492-6344		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	513-765-6344		
<b>Email:</b>	smack@luxotticaretail.com		
<b>Correspondent Name:</b>	Susan Mack		
<b>Address Line 1:</b>	Luxottica Retail		
<b>Address Line 2:</b>	4000 Luxottica Place		
<b>Address Line 4:</b>	Mason, OHIO 45040		
<b>ATTORNEY DOCKET NUMBER:</b>	0705 GOS & 0706 GGOS		
<b>NAME OF SUBMITTER:</b>	Susan Mack		
<b>Signature:</b>	/susan mack/		

CH \$65.00 78805666

Date:

12/16/2006

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** is made as of December 1, 2006 by and between The United States Shoe Corporation, a Delaware corporation, with a principal place of business at 44 Harbor Park Drive, New York, NY 11050 ("Assignor") and Give the Gift of Sight Foundation, an Ohio non-profit corporation, with a principal place of business at 4000 Luxottica Place, Mason, OH 45040 ("Assignee").

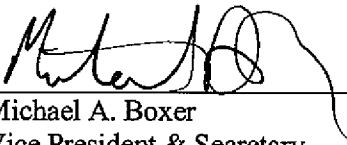
WHEREAS, Assignor desires to transfer, assign and convey to Assignee and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to the Trademarks (as hereinafter defined), together with the goodwill represented thereby, and any and all rights, claims and causes of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

**GIVE THE GIFT OF SIGHT FOUNDATION**

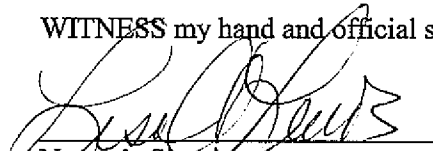
By:   
Name: Frank Baynham  
Title: Chairman

**ACKNOWLEDGMENTS**

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

On this 4<sup>th</sup> day of December, 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 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)

  
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 )  
COUNTY OF Warren ) ss.:

On this \_\_\_ day of December, 2006, before me came Frank Baynham, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Chairman of Give the Gift of Sight Foundation 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

**SCHEDULE A**

<b><u>TRADEMARK</u></b>	<b><u>CLASS</u></b>	<b><u>APLN.NO.</u></b>	<b><u>APLN.DATE</u></b>
<b>GIFT OF SIGHT</b>	<b>35, 36, 44</b>	<b>78/805666</b>	<b>2/2/2006</b>
<b>GIVE THE GIFT OF SIGHT</b>	<b>35, 36, 44</b>	<b>78/805684</b>	<b>2/2/2006</b>