

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marchon Eyewear, Inc.		12/22/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	1653533	ACCUFLEX
Registration Number:	2580254	AIRLOCK
Registration Number:	1517846	AUTOFLEX
Registration Number:	2523650	BENDABLES
Registration Number:	2676669	BENDABLES
Registration Number:	1989164	BLUE RIBBON
Registration Number:	1535392	BORN HOT
Registration Number:	1544219	CAMFLEX
Registration Number:	1583418	CFG
Registration Number:	2433800	DURAFLEX
Registration Number:	2654609	EXTREME FLEX
Registration Number:	2457529	EXTREME SUNS
Registration Number:	1526874	EYE-GLASSERY
Registration Number:	2457657	FLEXCEL

OP \$1390.00 1653533

Registration Number:	1747691	FLEXON
Registration Number:	2541409	FLEXON SELECT
Registration Number:	2375786	FLEXSTAR
Registration Number:	2528270	FLEXTRA
Registration Number:	1713331	F
Registration Number:	1531740	I-F/X
Registration Number:	1363046	M
Serial Number:	78551270	MADE TO MOVE
Registration Number:	1369878	MARCHON
Registration Number:	1382403	MARCHON
Registration Number:	2144197	MARCHON
Registration Number:	1922081	MARCHON
Registration Number:	1925082	MARCHON
Registration Number:	1922270	MARCHON
Registration Number:	1928776	MARCHON
Registration Number:	1544397	MARCHON
Registration Number:	1960568	MARCHON
Registration Number:	2675800	MM MEMORY METAL
Registration Number:	2948734	MVP MARCHON VALUED PARTNERS
Registration Number:	1657599	NATIONAL LENS CARE
Registration Number:	1445102	OP-TOPICS
Registration Number:	1416633	ORDERMASTER
Registration Number:	2419993	SOINTU
Registration Number:	2974508	STAINLESS +
Registration Number:	2769945	SUNCENTER
Registration Number:	2776536	SUNCENTER
Registration Number:	1588592	SUNMIRRORS
Registration Number:	1607209	SUNSTAR
Registration Number:	2042285	SUPERTHIN BY MARCHON
Registration Number:	2376178	TANOS
Registration Number:	2376177	TANOS TITANIUM
Registration Number:	2957105	TECH-FLEX
Registration Number:	2352921	THE METAL WITH A MEMORY
Registration Number:	2474283	TIFLEX
Registration Number:	2955609	TI-LIGHT

Registration Number:	3015549	TRES JOLIE
Registration Number:	2548326	TRUFLEX
Serial Number:	78769815	ULTRACLIP
Registration Number:	2255798	ULTRAFIT
Registration Number:	1784010	VERSA-RULE
Registration Number:	2538458	X-FLEX

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7609  
Email: ksolomon@stblaw.com  
Correspondent Name: Kirstie Howard, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1271
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	12/27/2006

Total Attachments: 6  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of December 22, 2006 is made by MARCHON EYEWEAR, INC., a New York corporation (the “Borrower”), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of December 22, 2006 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MARCHON EYEWEAR, INC., a New York corporation (the “Borrower”), the several banks and other financial institutions or entities from time to time parties to this Agreement (the “Lenders”), CITIBANK, N.A., as documentation agent (in such capacity, the “Documentation Agent”), BANK OF AMERICA, N.A. and WACHOVIA BANK, N.A., as syndication agents (in such capacity, the “Syndication Agents”), and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries have executed and delivered a Guarantee and Collateral Agreement, dated as of December 22, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in certain Intellectual Property, including the trademark applications and registrations set forth on Schedule A hereto (the “Trademarks”); and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor executing this Agreement agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations, provided that the grant of security interest shall

not include any Trademark that may be deemed invalidated, cancelled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MARCHON EYEWEAR, INC.

By: Martin A. Fox  
Name: Martin A. Fox  
Title: Chief Operating Officer  
Date: December 22, 2006

STATE OF New York     )  
                                  ) ss  
COUNTY OF Suffolk    )

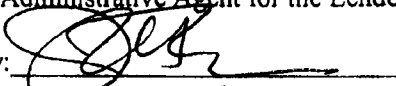
On the 22<sup>nd</sup> day of December, 2006 before me personally came Martin A. Fox, who is personally known to me to be the Chief Operating Officer of MARCHON EYEWEAR, INC., a New York corporation, who, being duly sworn, did depose and say that she/he is the Chief Operating Officer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the board of directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

**JACQUELINE P. STRAEHLE**  
Notary Public, State of New York  
Registration #018T6082854  
Qualified in Nassau County  
Commission Expires Nov. 4, 2010

Jacqueline P. Straehle  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By:   
Name: John K. Doolan  
Title: Senior Vice President  
Date: 12/21/06

Security Agreement

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
ACCUFLEX	1,653,533
AIRLOCK	2,580,254
AUTOFLEX	1,517,846
BENDABLES	2,523,650
BENDABLES and Design	2,676,669
BLUE RIBBON & Design	1,989,164
BORN HOT	1,535,392
CAMFLEX	1,544,219
CFG	1,583,418
DURAFLEX and Design	2,433,800
EXTREME FLEX	2,654,609
EXTREME SUNS	2,457,529
EYE-GLASSERY	1,526,874
FLEXCEL	2,457,657
FLEXON	1,747,691
FLEXON SELECT	2,541,409
FLEXSTAR	2,375,786
FLEXTRA	2,528,270
F-LOGO	1,713,331
I-F/X	1,531,740
M DOT LOGO	1,363,046
MADE TO MOVE	78/551,270
MARCHON	1,369,878
MARCHON	1,382,403
MARCHON	2,144,197
MARCHON	1,922,081
MARCHON	1,925,082
MARCHON	1,922,270
MARCHON	1,928,776
MARCHON	1,544,397
MARCHON	1,960,568
MM MEMORY METAL AND DESIGN	2,675,800
MVP MARCHON VALUED ARTNERS	2,948,734
NATIONAL LENS CARE & DESIGN	1,657,599
OP-TOPICS	1,445,102
ORDERMASTER	1,416,633
SOINTU	2,419,993
STAINLESS +	2,974,508
SUNCENTER	2,769,945



SUNCENTER and Design	2,776,536
SUNMIRRORS	1,588,592
SUNSTAR	1,607,209
SUPERTHIN BY MARCHON and Design	2,042,285
TANOS	2,376,178
TANOS TITANIUM	2,376,177
TECH-FLEX	2,957,105
THE METAL WITH A MEMORY	2,352,921
TIFLEX	2,474,283
TI-LIGHT	2,955,609
TRES JOLIE	3,015,549
TRUFLEX	2,548,326
ULTRACLIP	78/769,815
ULTRAFIT	2,255,798
VERSA-RULE	1,784,010
X-FLEX	2,538,458