

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		02/28/2007	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Eyeglass World, LLC		
Street Address:	3801 South Congress Avenue		
City:	Lake Worth		
State/Country:	FLORIDA		
Postal Code:	33461		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3190487	EYEGLOSS WORLD	
Registration Number:	3099755	EYEGLOSS WORLD	
Registration Number:	2981156	MACARIUS	
Registration Number:	2970617	ALEC	
Registration Number:	2967162	EYE2K	
Serial Number:	78434108	MASSIMO	
Serial Number:	78434120	FIRENZE	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8363		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		

OP \$190.00 3190487

900071554

TRADEMARK
REEL: 003498 FRAME: 0220

Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 031752.6TSTEYEGGLASSWLDEAR

NAME OF SUBMITTER: Ellen A. Rubel

Signature: /Ellen A. Rubel/

Date: 03/13/2007

Total Attachments: 2
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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 28, 2007, is made by Bank of America, N.A., as Administrative Agent (the "Secured Party").

WHEREAS, Eyeglass World, LLC (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks, trademark applications, and/or trademark licenses ("Trademarks");

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on December 29, 2005 at Reel 3219 and Frame 0937; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

1. all of the Grantor's Trademarks to which the Grantor is a party including those referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: Joseph M. Martens
Title: Senior Vice President

Schedule A

**EYEGLOSS WORLD, LLC
(Delaware Limited Liability Company)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
EYEGLOSS WORLD	3190487	01/02/2007
EYEGLOSS WORLD	3099755	06/06/2006
MACARIUS	2981156	08/02/2005
ALEC	2970617	07/19/2005
EYE2K	2967162	07/12/2005
MASSIMO	78434108	06/11/2004
FIRENZE	78434120	06/11/2004