

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
D.O.C. Optics Corporation		02/24/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Pearle Vision, Inc.
<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>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	1729065	ALEXANDER BROOKS
Registration Number:	2845880	D.O.C CITY EYES
Registration Number:	1606826	D.O.C EYEWORLD
Registration Number:	1164148	D.O.C.
Registration Number:	1921745	D.O.C. SEXY SPECS
Registration Number:	1698521	DOC SPORT VISION
Registration Number:	1753036	EYE-CLUB
Registration Number:	1896026	FMF FIELDS & MADISON
Registration Number:	1969891	JACLYN PAIGE
Registration Number:	1910725	NITE BREAKER
Registration Number:	2860951	NORMA G.
Registration Number:	1921746	SEXY SPECS
Registration Number:	1709524	SPORT VISION
Registration Number:	1419583	SUPERLENS

CH \$490.00 1729065

Registration Number:	1978877	TATTOO
Registration Number:	2507750	TECH SPECS
Registration Number:	2322364	WEBSIGHT
Serial Number:	78546049	D.O.C
Serial Number:	78546059	D.O.C LASER CENTER

**CORRESPONDENCE DATA**

Fax Number: (513)492-6344

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

Phone: 5137656344

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:	DOC -PV, INC. ASSIGN
NAME OF SUBMITTER:	Susan Mack
Signature:	/susan mack/
Date:	07/31/2007

**Total Attachments: 5**

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Agreement") is effective as of February 24, 2007 (the "Effective Date"), by and among D.O.C. Optics Corporation, a Delaware corporation, R&R Enterprises Two, Inc., a Michigan corporation, R&R Enterprises Eight, Inc., a Michigan corporation, City Eyes, Inc., a Michigan corporation (collectively "Assignors") and Pearle Vision, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignors and Luxottica U.S. Holdings Corp., a Delaware corporation ("Purchaser") are party to that certain Asset Purchase Agreement dated as of November 1, 2006 (the "Asset Purchase Agreement") whereby the Assignors have agreed to sell, and Purchaser has agreed to purchase, substantially all the assets used in connection with the Assignors' Business;

WHEREAS, pursuant to Section 12.2 of the Asset Purchase Agreement and that certain Assignment, Assumption and Guaranty Agreement dated February 24, 2007 by and among Purchaser, Assignee and LensCrafters, Inc., an Ohio corporation, Purchaser has assigned or transferred its rights and obligations under the Purchase Agreement to receive the Intellectual Property identified herein to Assignee;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors agree to assign, transfer and convey all of Assignors' right, title and interest in and to the Intellectual Property to the Assignee; and

WHEREAS, capitalized terms not otherwise defined herein shall have the respective meanings provided in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual agreements, provisions and covenants contained in this Agreement and the Asset Purchase Agreement and intending to be legally bound hereby, Assignors and Assignee hereby agree as follows:

1. Assignors hereby assign, transfer, grant, convey and deliver to Assignee, its successors, assigns or other legal representatives, all of their right, title and interest in and to the Intellectual Property, including, but not limited to the Intellectual Property set forth on Schedule A, but excluding any Intellectual Property included in Retained Assets.
2. Assignee is to hold all right, title and interest in and to the Intellectual Property as fully and exclusively as it would have been held and enjoyed by Assignors had the assignment in Section 1 not been made. Assignors shall not contest Assignee's ownership of the Intellectual Property, including in any claim, action, arbitration, suit, inquiry or proceeding.
3. Assignors hereby authorize Assignee to request the relevant government entity or agency to record Assignee as the assignee and owner of the entire right, title and interest in and to each of the Intellectual Property, for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives. Assignors agree that they shall complete and submit the relevant documentation and paperwork with the appropriate domain name registrar,

and authorize Assignee to do the same on their behalf, in order to effectuate this assignment with respect to their domain names.

4. This Agreement 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.

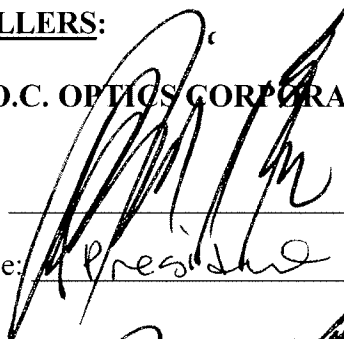
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the principles of conflicts of laws thereof).

[signature page follows]

IN WITNESS WHEREOF, Sellers have caused this Agreement to be executed by their duly authorized officers as of this 24th day of February, 2007.

**SELLERS:**

**D.O.C. OPTICS CORPORATION**

By:  \_\_\_\_\_

Title: President \_\_\_\_\_

**R&R ENTERPRISES TWO, INC.**

By:  \_\_\_\_\_

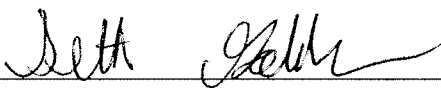
Title: President \_\_\_\_\_

**R&R ENTERPRISES THREE, INC.**

By:  \_\_\_\_\_

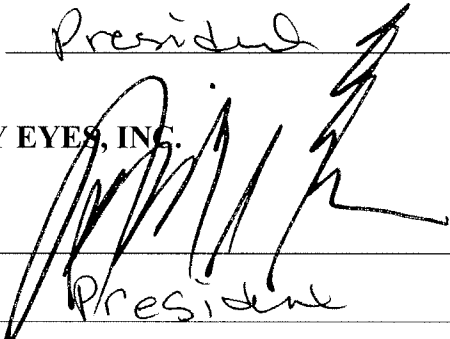
Title: President \_\_\_\_\_

**R&R ENTERPRISES EIGHT, INC.**

By: Seth Zeltz  \_\_\_\_\_

Title: President \_\_\_\_\_

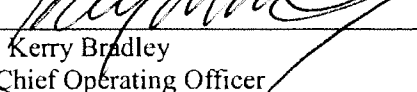
**CITY EYES, INC.**

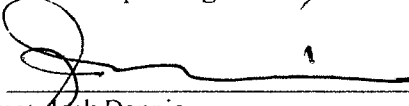
By:  \_\_\_\_\_

Title: President \_\_\_\_\_

**ASSIGNEE:**

**PEARLE VISION, INC.**

By:   
Name: Kerry Bradley  
Title: Chief Operating Officer

By:   
Name: Jack Dennis  
Title: Vice President and Chief Financial Officer

## SCHEDULE A

### Trademark Registrations and Applications

Marks for Which There Are Federal Applications and Registrations:

<b>Mark</b>	<b>Registrant/Applicant</b>	<b>App/Reg No.</b>
ALEXANDER BROOKS	D.O.C. Optics Corporation	1,729,065
D.O.C CITY EYES	D.O.C Optics Corporation	2,845,880
D.O.C EYEWORLD	D.O.C Optics Corp.	1,606,826
D.O.C.	D.O.C. Optics Corporation	1,164,148
D.O.C. SEXY SPECS	D.O.C. Optics Corporation	1,921,745
DOC SPORT VISION	D.O.C. Optics Corporation	1,698,521
EYE-CLUB	D.O.C. Optics Corporation	1,753,036
FMF FIELDS & MADISON and Design	D.O.C. Optics Corporation	1,896,026
JACLYN PAIGE	D.O.C. Optics Corporation	1,969,891
NITE BREAKER	D.O.C. Optics Corporation	1,910,725
NORMA G.	D.O.C Optics Corporation	2,860,951
SEXY SPECS	D.O.C. Optics Corporation	1,921,746
SPORT VISION	D.O.C. Optics Corporation	1,709,524
SUPERLENS	D.O.C. Optics Corp.	1,419,583
TATTOO	D.O.C. Optics Corporation	1,978,877
TECH SPECS	D.O.C Optics Corporation	2,507,750
WEBSIGHT	D.O.C Optics Corporation	2,322,364
D.O.C	R & R Enterprises Three, Inc.	78/546,049
D.O.C LASER CENTER	R & R Enterprises Three, Inc.	78/546,059

Marks for Which There Are U.S. State Registrations:

<b>Mark</b>	<b>Registrant</b>	<b>State/Reg No.</b>
D. O. C.	D.O.C. Optics Corporation	4,041 (Ohio)
D.O.C.	D.O.C. Optics Corporation	M05009 (Michigan)
D.O.C.	D.O.C. Optics Corporation	(Wisconsin)
D.O.C. OPTICAL	D.O.C. Optics Corporation	(Wisconsin)
D.O.C. OPTIQUE	D.O.C. Optics Corporation	(Wisconsin)
D.O.C. SPORT VISION	D.O.C Optics Corporation	M24074 (Michigan)
MILWAUKEE OPTICAL CENTERS	D.O.C. Optics Corporation	(Wisconsin)
SPORTVISION	D.O.C Optics Corporation	M34074 (Michigan)
D.O.C. LASER CENTER	R & R Enterprises Three, Inc.	M07447 (Michigan)

Marks for Which There Are Foreign Registrations and Applications:

<b>Mark</b>	<b>Registrant/Applicant</b>	<b>Country/Reg No.</b>
TATTOO	D.O.C Optics Corporation	3,527,439 (OHIM)
D.O.C CITY EYES	D.O.C Optics Corporation	TMA667469 (Canada)
DOC SPORT VISION	D.O.C. Optics Corporation	TMA420481 (Canada)
SPORT VISION	D.O.C. Optics Corporation	TMA415375 (Canada)
TATTOO	D.O.C Optics Corporation	TMA619096 (Canada)
WEBSIGHT	D.O.C Optics Corporation	TMA548851 (Canada)