

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Pearle Vision, Inc. | | 07/17/2007 | CORPORATION: DELAWARE |

| | |
|-----------------------------|-----------------------|
| RECEIVING PARTY DATA | |
| Name: | Pearle, Inc. |
| Street Address: | 4000 Luxottica Place |
| City: | Mason |
| State/Country: | OHIO |
| Postal Code: | 45040 |
| Entity Type: | 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 |

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

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of July 17, 2007, by and between PEARLE VISION, INC., a Delaware corporation ("Assignor") and PEARLE, INC., a Delaware corporation ("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 in the Territory (as hereinafter defined) and any and all rights, claims and causes of action held by or inuring to the benefit of Assignor in respect thereof.
2. Definitions. For purposes of this Trademark Assignment, "Territory" shall mean worldwide; and "Trademarks" shall mean (i) those trademarks, service marks and trade names listed and described on Schedule A hereto, together with all translations, adaptations, derivations and combinations thereof (including all domain names that incorporate such marks) and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith, and (ii) all copies and tangible embodiments of the foregoing (in whatever form or medium).
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 Assignor and the Assignee have executed this Trademark Assignment on the date first above-mentioned.

ASSIGNOR: PEARLE VISION, INC.

Valerio Giacobbi
By: _____
Name: Valerio Giacobbi
Title/Position: Chief Executive Officer

Date: July 30th, 2007

ASSIGNEE: PEARLE, INC.

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

Date: July 30, 2007

ACKNOWLEDGEMENTS

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

On this day, before me came Valerio Giacobbi, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Chief Executive Officer of Pearle Vision, Inc., 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.

Tani L. Thomas
Notary's Signature



TANI L. THOMAS
Notary Public, State of Ohio
My Commission Expires 06-21-11

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

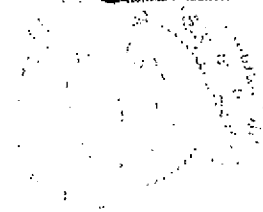
On this day, before me came Michael A. Boxer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President and Secretary of Pearle, Inc., and acknowledged to me that he executed the foregoing Trademark Assignment in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

Lisa A. Lewis
Notary's Signature

(SEAL)

LISA A. LEWIS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01LE4743003
Qualified in Nassau County
Commission Expires 2/28/10



SCHEDULE A

Trademark Registrations and Applications

Marks for Which There Are Federal Applications and Registrations:

| Mark | Registrant/Applicant | App/Reg No. |
|---------------------------------|-------------------------------|-------------|
| 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:

| Mark | Registrant | State/Reg No. |
|---------------------------|-------------------------------|-------------------|
| 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:

| Mark | Registrant/Applicant | Country/Reg No. |
|------------------|---------------------------|--------------------|
| 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) |

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