

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/01/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Total Vision, Inc.		10/01/2006	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Luxury Optical Holdings Co.
Street Address:	2651 N. Crimson Canyon Drive
Internal Address:	Suite 200
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89128
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2661104	OPTICA

**CORRESPONDENCE DATA**

Fax Number: (702)434-0615  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: twright@woodserickson.com  
 Correspondent Name: Travis Wright  
 Address Line 1: 1349 Galleria Drive  
 Address Line 2: #200  
 Address Line 4: Henderson, NEVADA 89014

NAME OF SUBMITTER:	Travis Wright
Signature:	/Travis Wright/
Date:	11/21/2007

OP \$40.00 2661104

**Total Attachments: 6**

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**STOCK PURCHASE AGREEMENT**

**by and among**

**LUXURY OPTICAL HOLDINGS CO.**

**OPTICA HOLDINGS, INC.**

**B2 MANAGEMENT, INC.**

**OPTICA OF NORTH BRIDGE, INC.**

**TOTAL VISION, INC.**

**and**

**SELLER NAMED HEREIN**

**Dated as of July 28, 2006**

## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is dated as of July 28, 2006, by and among Luxury Optical Holdings Co., a Delaware corporation ("Buyer"), Optica Holdings Inc., a Nevada corporation ("Optica Holdings"), B2 Management, Inc., a California corporation ("B2 Management"), Optica of North Bridge, Inc., an Illinois corporation ("North Bridge") and Total Vision, Inc., an Illinois corporation ("Total Vision" and together with Optica Holdings, B2 Management and North Bridge, collectively, the "Company"), and Tony Mackin (the "Seller").

WHEREAS, Seller owns and will own immediately prior to Closing (as defined below), of record and beneficially, all of the issued and outstanding common stock of each Company (the "Common Stock"); and

WHEREAS, Buyer desires to purchase the shares of Common Stock owned by Seller (collectively, the "Shares") in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and of the representations, warranties, conditions, agreements and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

### ARTICLE I DEFINITIONS

For the purposes of this Agreement, each of the following terms shall have the following respective meanings:

"Accounts Receivable" means all accounts and notes receivables (whether current or non-current) of the Company and its Subsidiaries, including trade account receivables (including accounts receivable for any product shipped prior to but not invoiced as of, the Closing Date) outstanding as of the Closing Date and any other rights to receive payment for sales as of the Closing Date in respect of goods shipped, products sold or services rendered prior to the Closing Date.

"Affiliate" of any Person means any Person that, directly or indirectly, is in control of, is controlled by, or is under common control with such entity. For purposes of this Agreement, control of an entity shall mean the power, directly or indirectly to, (i) vote a majority of the securities having ordinary voting power for the election of directors of such entity, or (ii) to direct or cause the direction of the management and policies of such entity whether by contract or otherwise.

"Applicable Law" means, with respect to any Person, any domestic or foreign, federal, provincial, state or local statute, law, ordinance, rule, regulation, Order, writ, injunction, judgment, decree or other requirement of any Governmental Authority applicable to such Person or any of its Affiliates or any of their respective properties, assets, officers, directors or employees (in connection with such officer's, director's or employee's activities on behalf of such Person or any of its Affiliates).

Company, the Company at all times qualified as an S Corporation and incurred no Liability for federal income Tax (including under Sections 1374 and 1375 of the Code) and no Liability for any Tax of the S Corp. States based on income.

Section 3.7 Patents, Trademarks and Similar Rights.

(a) Schedule 3.7(a) sets forth a true and complete list of all Intellectual Property of the Company and its Subsidiaries (the "Company Intellectual Property"). The Company or one of its Subsidiaries is the sole and exclusive owner of, or has the legal right to use pursuant to a written license agreement, the Company Intellectual Property. The Company Intellectual Property includes all the Intellectual Property necessary for the operation of the Business as presently conducted. Schedule 3.7(a) sets forth a complete list of all patents, trademarks, service marks, trade dress, logos, slogans, trade names, internet domain names, corporate names and copyrights owned or used by the Company and its Subsidiaries. The operation of the Business by the Company and its Subsidiaries does not infringe on any intellectual property right of any other Person. No litigation is pending or, to the Company's Knowledge, threatened against the Company, or any of its Subsidiaries, or any officer, director, Seller, employee or agent of the Company or any of its Subsidiaries, for the infringement of any intellectual property right owned or allegedly owned by any Third Party and neither the Company nor any of its Subsidiaries have received any demands or offers to license alleging the same, nor, to the Company's Knowledge, does any basis exist for any such litigation. To the Company's Knowledge, there is no infringement or unauthorized use by any other Person of the Company Intellectual Property. No current or former employee or independent contractor of the Company or any of its Subsidiaries has any lawful and valid claims or rights to any of the Company Intellectual Property. No loss or expiration of any of the Company Intellectual Property is pending or, to the Company's Knowledge, threatened, except for patents expiring at the end of their statutory terms (and not as a result of any act or omission by the Company or any of its Subsidiaries, including any failure to pay required annual maintenance fees). No patent, registration or application, included in the Company Intellectual Property listed on Schedule 3.7(a) to this Agreement has been abandoned and all documents, updates or filings required to be submitted or filed with the United States Patent and Trademark Office or any other foreign, national or regional patent office or similar governmental body regarding a patent application in order to keep the applications current and in effect have been duly and timely submitted or filed.

(b) Each of the Company's and its Subsidiaries' rights in and to the Company Intellectual Property are valid and enforceable, and there have been no claims made or, to the Company's Knowledge, threatened, by any Third Party contesting the validity, use, enforceability or ownership of the Company Intellectual Property, and there is no basis for the same. Immediately subsequent to the Closing, the Company Intellectual Property will be owned by or available for use by Buyer on terms and conditions identical to those on which such Company Intellectual Property is owned or used by the Company and its Subsidiaries immediately prior to the Closing.

Section 3.8 Litigation, Etc. Except as set forth on Schedule 3.8, there are no suits, actions, claims, orders, charges, complaints, investigations or legal or administrative or grievance/arbitration proceedings in respect of the Company or any of its Subsidiaries, (i) pending or, to the Company's Knowledge, threatened, whether at law or in equity, or before

**Schedule 3.7(a)**

**Trademark – “Optica”**

**“Optica” (stylized); Registration number is 1561827; Registration date is October 24, 1989.**

**“Optica”; Registration number is 2661104; Registration date is December 17, 2002.**

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be duly executed and delivered as of the day and year first above written.

LUXURY OPTICAL HOLDINGS CO.

By: \_\_\_\_\_  
Name:  
Title:

OPTICA HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Tony Mackin  
Title: President

B2 MANAGEMENT, INC.

By: \_\_\_\_\_  
Name: Tony Mackin  
Title: President

OPTICA OF NORTH BRIDGE, INC.

By: \_\_\_\_\_  
Name: Tony Mackin  
Title: President

TOTAL VISION, INC.

By: \_\_\_\_\_  
Name: Tony Mackin  
Title: President

Tony Mackin

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be duly executed and delivered as of the day and year first above written.

LUXURY OPTICAL HOLDINGS CO.

By: \_\_\_\_\_  
Name: *Andrew Steyer*  
Title: *CEO*

OPTICA HOLDINGS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

B2 MANAGEMENT, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OPTICA OF NORTH BRIDGE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TOTAL VISION, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Tony Mackin