

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
FGX International Inc.		12/19/2007	CORPORATION:

RECEIVING PARTY DATA	
Name:	SunTrust Bank, as administrative agent
Street Address:	303 Peachtree Street, N.E.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	1485228	AAI
Registration Number:	0904720	AQUA-MATES
Serial Number:	77161702	CORO
Serial Number:	77051222	ELEGANT EYES BY MAGNIVISION
Registration Number:	2859761	EYE GEAR
Registration Number:	0952456	EYE GEAR
Registration Number:	1935944	E-Z READERS
Registration Number:	2202605	FG
Serial Number:	78566699	FGX INTERNATIONAL
Registration Number:	3341373	FISH EYES
Registration Number:	1255021	FOSTER GRANT
Registration Number:	0703527	FOSTER GRANT
Serial Number:	77087839	FOSTER GRANT
Registration Number:	3331302	FOSTER GRANT SIGNATURE

CH \$965.00 1485228

Registration Number:	3331303	FOSTER GRANT SIGNATURE
Registration Number:	3191880	FOSTERGRANT
Registration Number:	3015813	FOSTERGRANT EXPEDITION
Registration Number:	3188999	FOSTERGRANT OPTICAL
Registration Number:	3195980	FOSTERGRANT OPTICAL
Registration Number:	3191908	FOSTERGRANT READER'S CHOICE
Registration Number:	3179974	HYPERFLEXX
Registration Number:	3192059	HYPERFLEXX
Registration Number:	1507921	MAGNIVISION
Registration Number:	2725266	MAGNIVISION SO MUCH MORE TO SEE
Serial Number:	78931223	OPTI-RAY
Registration Number:	1824281	PLATINUM COLLECTION
Registration Number:	2992837	PURE EXPRESSIONS
Registration Number:	3191879	QUANTUM OPTICS
Registration Number:	1770750	READER'S CHOICE
Registration Number:	1646467	REDI-READERS
Registration Number:	3159364	SIMPLY SPECS
Registration Number:	1835284	SOLAR ACCENTS
Registration Number:	2159786	SPARE PAIR
Registration Number:	2327175	SUNREADERS
Serial Number:	77086715	WHO COULD YOU BE?
Registration Number:	2052157	"WHO'S THAT BEHIND THOSE FOSTER GRANTS!"
Registration Number:	2369425	XTRASIGHT
Registration Number:	2044979	XTRAVISION

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-2533
Email: jbalcita@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: Jeffrey P. Balcita
Address Line 2: 1180 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52990.015830
NAME OF SUBMITTER:	Jeffrey P. Balcita

Signature:	/Jeffrey P. Balcita/
Date:	12/21/2007
Total Attachments: 7 source=tm sec agmnt - fgx#page1.tif source=tm sec agmnt - fgx#page2.tif source=tm sec agmnt - fgx#page3.tif source=tm sec agmnt - fgx#page4.tif source=tm sec agmnt - fgx#page5.tif source=tm sec agmnt - fgx#page6.tif source=tm sec agmnt - fgx#page7.tif	

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2007, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of December 19, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, FGX International Holdings, Ltd., FGX International Ltd., the lenders from time to time parties thereto, and the Administrative Agent.

W I T N E S S E T H:

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

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantors is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the [Copyright] [Patent] [Trademark] Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

FGX INTERNATIONAL INC.

as Grantor

By: 

Name: Anthony Di Paola

Title: EVP, CFO, Treasurer

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


FGX INTERNATIONAL INC.
as Grantor

By: _____
Name: Anthony Di Paola
Title: EVP, CFO, Treasurer

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By:



Name:

Title:

LAURA KAHN
MANAGING DIRECTOR

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003684 FRAME: 0165

ACKNOWLEDGMENT OF GRANTOR

State of Rhode Island

County of Providence }

ss.

On this 18th day of December, 2007 before me personally appeared Anthony Di Paola, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FGX International Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Sheryl L. Cohen
Notary Public

Sheryl L. Cohen
Notary Public
My Commission Expires 6/7/2011

SCHEDULE 1

TRADEMARKS AND TRADEMARK LICENSES

U.S. Trademarks

TRADEMARK	CLASS	REG./APP. NO. & DATE	OWNER	STATUS/NEXT DEADLINE
AAI (Stylized)	14	1,485,228 04/19/88	FGX International Inc.	Registered Renewal - 04/19/08
AQUA-MATES	9	904,720 12/22/70	FGX International Inc.	Registered Renewal - 12/22/10
CORO	14	77/161,702 04/20/07	FGX International Inc.	Office Action issued Resp. to Office Action - 02/03/08
ELEGANT EYES BY MAGNIVISION	9	77/051,222 11/27/06	FGX International Inc.	Allowed Statement of Use/1 st EOT - 03/11/08
EYE GEAR	9	2,859,761 07/06/04	FGX International Inc.	Registered Declaration of use - 07/06/10
EYE GEAR	9	952,456 01/30/73	FGX International Inc.	Registered Renewal - 01/30/13
E-Z READERS	9	1,935,944 11/14/95	FGX International Inc.	Registered Renewal - 11/14/15
FG	9	2,202,605 11/10/98	FGX International Inc.	Registered Renewal - 11/10/08
FGX INTERNATIONAL	9, 14	78/566,699 02/14/05	FGX International Inc.	Allowed Statement of Use/4 th EOT - 02/07/08
FISH EYES and Design	9	3,341,373 11/20/07	FGX International Inc.	Registered Declaration of Use - 11/20/13
FOSTER GRANT	3, 8, 9, 21	1,255,021 10/25/83	FGX International Inc.	Registered Renewal - 10/25/13
FOSTER GRANT (Stylized)	9	703,527 08/30/60	FGX International Inc.	Registered Renewal - 08/20/10
FOSTER GRANT & Design	9	77/087,839 01/22/07	FGX International Inc.	Published Opposition period ends 12/13/07
FOSTER GRANT SIGNATURE	9	3,331,302 11/06/07	FGX International Inc.	Registered Declaration of Use 11/06/13
FOSTER GRANT SIGNATURE (Stylized)	9	3,331,303 11/06/07	FGX International Inc.	Registered Declaration of Use 11/06/13
FOSTERGRANT	9	3,191,880 01/02/07	FGX International Inc.	Registered Declaration of Use - 01/02/13
FOSTERGRANT EXPEDITION	9	3,015,813 11/15/05	FGX International Inc.	Registered Declaration of use - 11/15/11
FOSTERGRANT OPTICAL	9	3,188,999 12/26/06	FGX International Inc.	Registered Declaration of Use - 12/26/12
FOSTERGRANT OPTICAL & Design	9	3,195,980 01/09/07	FGX International Inc.	Registered Declaration of Use - 01/09/13
FOSTERGRANT READER'S CHOICE	9	3,191,908 01/02/07	FGX International Inc.	Registered Declaration of Use - 01/02/13
HYPERFLEXX	9	3,179,974 12/05/06	FGX International Inc.	Registered Declaration of Use - 12/05/12
HYPERFLEXX (Stylized)	9	3,192,059 01/02/07	FGX International Inc.	Registered Declaration of Use - 01/02/13
MAGNIVISION	9	1,507,921 10/11/88	FGX International Inc.	Registered Renewal - 10/11/08
MAGNIVISION SO MUCH MORE TO SEE	9	2,725,266 06/10/03	FGX International Inc.	Registered Declaration of Use - 06/10/09

TRADEMARK	CLASS	REG./APP. NO. & DATE	OWNER	STATUS/NEXT DEADLINE
OPTI-RAY	9	78/931,223 07/17/06	FGX International Inc.	Allowed Statement of Use/2 nd EOT - 5/15/08
PLATINUM COLLECTION	9	1,824,281 03/01/94	FGX International Inc.	Registered Renewal - 03/01/14
PURE EXPRESSIONS	14	2,992,837 09/06/05	FGX International Inc.	Registered Declaration of Use - 09/06/11
QUANTUM OPTICS	9	3,191,879 01/02/07	FGX International Inc.	Registered Declaration of Use - 01/02/13
READER'S CHOICE	9	1,770,750 05/11/93	FGX International Inc.	Registered Renewal - 05/11/13
REDI-READERS	9	1,646,467 05/28/91	FGX International Inc.	Registered Renewal - 05/28/11
SIMPLY SPECS	9	3,159,364 10/17/06	FGX International Inc.	Registered Declaration of Use - 10/17/12
SOLAR ACCENTS	9	1,835,284 05/10/94	FGX International Inc.	Registered Renewal - 05/10/14
SPARE PAIR	9	2,159,786 05/26/98	FGX International Inc.	Registered Renewal - 05/26/08
SUNREADERS	9	2,327,175 03/07/00	FGX International Inc.	Registered Renewal - 03/07/10
WHO COULD YOU BE?	9	77/086,715 01/19/07	FGX International Inc.	Suspended
WHO'S THAT BEHIND THOSE FOSTER GRANTS	9	2,052,157 04/15/97	FGX International Inc.	Registered Renewal due 04/15/17
XTRASIGHT	9	2,369,425 07/18/00	FGX International Inc.	Registered Renewal - 07/18/10
XTRAVISION	9	2,044,979 03/11/97	FGX International Inc.	Registered Renewal - 03/11/17