

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
Quantum Optics, 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: 27

Property Type	Number	Word Mark
Registration Number:	3013833	A
Serial Number:	78244587	A
Registration Number:	3191894	ANARCHY
Registration Number:	2049496	ANARCHY EYEWEAR
Serial Number:	78680668	ANGEL
Registration Number:	2582474	ANGEL EYEWEAR
Registration Number:	2143622	G
Registration Number:	2050667	
Serial Number:	78681754	G
Serial Number:	78681785	G GARGOYLES
Registration Number:	1302458	
Registration Number:	1147103	GARGOYLES
Registration Number:	1100890	GARGOYLES
Registration Number:	3195993	GARGOYLES

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Registration Number:	2061448	GARGOYLES PERFORMANCE EYEWEAR
Registration Number:	3138072	GARGOYLES PERFORMANCE EYEWEAR
Registration Number:	2414240	GARGOYLES PROTECTIVE EYEWEAR
Registration Number:	3034286	GXP
Serial Number:	77068731	HELIOS
Serial Number:	77068721	HELIOS
Registration Number:	2838924	IDOL-EYEZ
Registration Number:	1736296	PRIVATE EYES
Registration Number:	1387416	PRIVATE EYES
Registration Number:	1507947	PRIVATE EYES SPORT
Registration Number:	1552708	SUNGLASS FACTORY
Registration Number:	2540883	TOMICHI STUDIO
Serial Number:	78895697	

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
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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.

WITNESSETH:

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,

QUANTUM OPTICS, INC.

as Grantor

By: 

Name:

Title:

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,

QUANTUM OPTICS, INC.
as Grantor

By _____
Name:
Title:

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]

ACKNOWLEDGMENT OF GRANTOR

State of Rhode Island
County of Providence } ss.

On this 18th day of December, 2007 before me personally appeared Anthony Paul, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Quantum Optics 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 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
A and Design	9	3,013,833 11/08/05	Quantum Optics, Inc.	Registered Declaration of Use - 11/08/11
A and Design	25	78/244,587 05/01/03	Quantum Optics, Inc.	Allowed Statement of Use/5 th EOT - 06/27/08
ANARCHY	9	3,191,894 01/02/07	Quantum Optics, Inc.	Registered Declaration of Use - 01/02/13
ANARCHY EYEWEAR	9	2,049,496 04/01/97	Quantum Optics, Inc.	Registered Renewal - 04/01/17
ANGEL	9	78/680,668 07/20/05	Quantum Optics, Inc.	Opposed Opp. proceedings resume -12/30/07
ANGEL EYEWEAR	9	2,582,474 06/18/02	Quantum Optics, Inc.	Registered Declaration of use - 06/18/08
G and Design	25	2,143,622 03/10/98	Quantum Optics, Inc.	Registered Renewal - 03/10/08
G and Design	9	2,050,667 04/08/97	Quantum Optics, Inc.	Registered Renewal - 04/08/17
G Design	9	78/681,754 07/29/05	Quantum Optics, Inc.	Allowed Statement of Use/2 nd EOT - 01/16/08
G GARGOYLES and Design	9	78/681,785 07/29/05	Quantum Optics, Inc.	Allowed Statement of Use/2 nd EOT - 01/16/08
GARGOYLE Design	9	1,302,458 10/30/84	Quantum Optics, Inc.	Registered Renewal - 10/30/14
GARGOYLES	9	1,147,103 02/17/81	Quantum Optics, Inc.	Registered Renewal - 02/17/11
GARGOYLES	28	1,100,890 08/29/78	Quantum Optics, Inc.	Registered Renewal - 08/29/08
GARGOYLES	9	3,195,993 01/09/07	Quantum Optics, Inc.	Registered Declaration of Use - 01/09/13
GARGOYLES PERFORMANCE EYEWEAR	9	2,061,448 05/13/97	Quantum Optics, Inc.	Registered Renewal - 05/13/17
GARGOYLES PERFORMANCE EYEWEAR	9	3,138,072 09/05/06	Quantum Optics, Inc.	Registered Declaration of Use - 09/05/12
GARGOYLES PROTECTIVE EYEWEAR	9	2,414,240 12/19/00	Quantum Optics, Inc.	Registered Renewal - 12/19/10
GXP (Stylized)	9	3,034,286 12/27/05	Quantum Optics, Inc.	Registered Declaration of Use - 12/27/11
HELIOS	9	77/068,731 12/20/06	Quantum Optics, Inc.	Allowed Statement of Use/1 st EOT - 05/13/08
HELIOS and Design	9	77/068,721 12/20/06	Quantum Optics, Inc.	Allowed Statement of Use/1 st EOT - 05/13/08
IDOL-EYEZ	9	2,838,924 05/04/04	Quantum Optics, Inc.	Registered Declaration of Use - 05/04/10
PRIVATE EYES	9	1,736,296 12/01/92	Quantum Optics, Inc.	Registered Renewal - 12/01/12
PRIVATE EYES	9	1,387,416 03/25/86	Quantum Optics, Inc.	Registered Renewal - 03/25/16
PRIVATE EYES SPORT (Stylized)	9	1,507,947 10/11/88	Quantum Optics, Inc.	Registered Renewal - 10/11/08

TRADEMARK	CLASS	REG./APP. NO. & DATE	OWNER	STATUS/NEXT DEADLINE
SUNGLASS FACTORY	9	1,552,708 08/22/89	Quantum Optics, Inc.	Registered Renewal - 08/22/09
TOMICHI STUDIO	9	2,540,883 02/19/02	Quantum Optics, Inc.	Registered Declaration of Use - 02/19/08
WING Design	9, 14, 25	78/895,697 05/30/06	Quantum Optics, Inc.	Allowed Statement of Use/2 nd EOT - 04/10/08