

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company, as Second Lien Collateral Agent		12/19/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	AAi.FosterGrant, Inc.
Street Address:	c/o FGX International Inc.
Internal Address:	500 George Washington Highway
City:	Smithfield
State/Country:	RHODE ISLAND
Postal Code:	02917
Entity Type:	CORPORATION: RHODE ISLAND

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	1485228	AAI
Registration Number:	2451758	ALL TERRAIN
Registration Number:	0904720	AQUA-MATES
Registration Number:	0427417	CORO
Registration Number:	1462644	DRIVER'S CHOICE
Registration Number:	2859761	EYE GEAR
Registration Number:	0952456	EYE GEAR
Registration Number:	1935944	E-Z READERS
Registration Number:	2202605	FG
Registration Number:	2108860	FG
Serial Number:	78664867	FG
Serial Number:	78664842	FG
Serial Number:	78664904	FG

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Serial Number:	78566384	FGX
Serial Number:	78566699	FGX INTERNATIONAL
Serial Number:	78726921	FISH EYES
Registration Number:	1255021	FOSTER GRANT
Registration Number:	0703527	FOSTER GRANT
Serial Number:	78664733	FOSTER GRANT
Serial Number:	78664785	FOSTER GRANT
Serial Number:	78664683	FOSTER GRANT
Serial Number:	78664801	FOSTER GRANT
Serial Number:	78679740	FOSTER GRANT SIGNATURE
Serial Number:	78679949	FOSTER GRANT SIGNATURE
Serial Number:	78679852	FOSTERGRANT
Registration Number:	3015813	FOSTERGRANT EXPEDITION
Serial Number:	78679401	FOSTERGRANT OPTICAL
Serial Number:	78679426	FOSTERGRANT OPTICAL
Serial Number:	78681683	FOSTERGRANT READER'S CHOICE
Registration Number:	2271291	FRIEND TO FRIEND
Registration Number:	0615752	OPTI-CLIPS
Serial Number:	78642636	OPTOMICS
Registration Number:	1824281	PLATINUM COLLECTION
Serial Number:	78718736	PROVIDENCE JEWELS
Registration Number:	2992837	PURE EXPRESSIONS
Serial Number:	78679672	QUANTUM OPTICS
Registration Number:	1770750	READER'S CHOICE
Serial Number:	78525142	REX & RUBY
Registration Number:	1835284	SOLAR ACCENTS
Registration Number:	2159786	SPARE PAIR
Serial Number:	78461208	SPARE PAIR PLUS
Registration Number:	2327175	SUNREADERS
Registration Number:	1667549	TENDER TOUCH
Registration Number:	2302713	UNION EYEWARE
Registration Number:	2052157	"WHO'S THAT BEHIND THOSE FOSTER GRANTS!"
Registration Number:	2388089	WORLD TOUR

CORRESPONDENCE DATA

TRADEMARK
REEL: 003687 FRAME: 0800

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1162
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	01/02/2008

Total Attachments: 6
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of December 19, 2007, from WILMINGTON TRUST COMPANY., a Delaware banking corporation, as Second Lien Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to AAI.FOSTERGRANT, INC., a Rhode Island Corporation, and its subsidiary QUANTUM OPTICS, INC. (collectively the "Obligors").

WITNESSETH:

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, dated as of December 9, 2005, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of December 9, 2005, among the Agent and the Obligors (the "Security Agreement"), the Obligors, by reference to the Collateral Agreement, reaffirmed Obligors' intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 1, 2006, at Reel 003238 and Frame 0635; and

WHEREAS, the Obligors have requested that the Agent terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

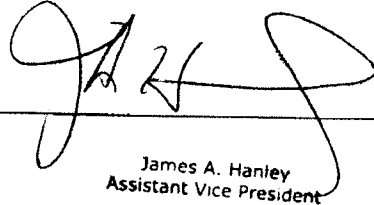
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WILMINGTON TRUST COMPANY,
as Second Lien Collateral Agent for the Lenders

By: _____
Name: _____
Title: _____



James A. Hanley
Assistant Vice President

[SIGNATURE PAGE TO TERMINATION OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS]

TRADEMARK
REEL: 003687 FRAME: 0803

STATE OF DE)
COUNTY OF New Castle)

ss.:

On this 18 day of December 2007, before me personally appeared Gregory S. King to me known who, being by me duly sworn, did depose and say that he/she is Gregory S. King of Wilmington Trust Company, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Wilmington Trust Company.

Patricia W. Zink
Notary Public

(Affix Seal Below)

PATRICIA W. ZINK
Notary Public - State of Delaware
My Comm. Expires July 12, 2009

[NOTARIZATION PAGE TO TERMINATION OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS]

TRADEMARK
REEL: 003687 FRAME: 0804

Schedule A

U.S. Trademark Registrations and Applications

TRADEMARK	REG./APP. NO. REG	OWNER
A and Design	3,013,833	Quantum Optics, Inc.
A in Oval Design	78/244587	Quantum Optics, Inc.
AAi (design)	1,485,228	AAi.FosterGrant, Inc.
ACCELERATING OPTICAL PERFORMANCE	78/721,434	Quantum Optics, Inc.
ALL TERRAIN	2,451,758	AAi.FosterGrant, Inc.
ANARCHY	78/680/722	Quantum Optics, Inc.
ANARCHY EYEWEAR	2,049,496	Quantum Optics, Inc.
ANARCHY EYEWEAR and Design	2,309,729	Quantum Optics, Inc.
ANGEL	78/680,668	Quantum Optics, Inc.
ANGEL EYEWEAR	2,582,474	Quantum Optics, Inc.
AQUA-MATES	904,720	AAi.FosterGrant, Inc.
CORO and Design	427,417	AAi.FosterGrant, Inc.
DRIVER'S CHOICE	1,462,644	AAi.FosterGrant, Inc.
EYE GEAR	2,859,761	AAi.FosterGrant, Inc.
EYE GEAR	952,456	AAi.FosterGrant, Inc.
E-Z READERS	1,935,944	AAi.FosterGrant, Inc.
FG	2,202,605	AAi.FosterGrant, Inc.
FG and Design	2,108,860	AAi.FosterGrant, Inc.
FG (dotted design)	78/664,867	AAi.FosterGrant, Inc.
FG (Stylized)	78/664,842	AAi.FosterGrant, Inc.
FG (box design)	78/664,904	AAi.FosterGrant, Inc.
FGX	78/566,384	AAi.FosterGrant, Inc.
FGX INTERNATIONAL	78/566,699	AAi.FosterGrant, Inc.
FISH EYES and Design	78/726,921	AAi.FosterGrant, Inc.
FOSTER GRANT	1,255,021	AAi.FosterGrant, Inc.
FOSTER GRANT	703,527	AAi.FosterGrant, Inc.
FOSTER GRANT and Eyeglass Design	78/664,733	AAi.FosterGrant, Inc.
FOSTER GRANT and Eyeglass Design (Gray)	78/664,785	AAi.FosterGrant, Inc.
FOSTER GRANT and Sunglass Design	78/664,683	AAi.FosterGrant, Inc.
FOSTER GRANT and Sunglass Design (orange)	78/664,801	AAi.FosterGrant, Inc.
FOSTER GRANT SIGNATURE	78/679,740	AAi.FosterGrant, Inc.
FOSTER GRANT SIGNATURE (Stylized)	78/679,949	AAi.FosterGrant, Inc.
FOSTERGRANT	78/679,852	AAi.FosterGrant, Inc.
FOSTERGRANT EXPEDITION	3,015,813	AAi.FosterGrant, Inc.
FOSTERGRANT OPTICAL	78/679,401	AAi.FosterGrant, Inc.
FOSTERGRANT OPTICAL and Design	78/679,426	AAi.FosterGrant, Inc.

TRADEMARK	REG./APP. NO.	OWNER
FOSTERGRANT READER'S CHOICE	78/681,683	AAi.FosterGrant, Inc.
FRIEND TO FRIEND	2,271,291	AAi.FosterGrant, Inc.
G and Design	2,143,622	Quantum Optics, Inc.
G and Design	2,050,667	Quantum Optics, Inc.
G Design	78/681,754	Quantum Optics, Inc.
G GARGOYLE and Design	78/681,785	Quantum Optics, Inc.
GARGOYLE Design	1,302,458	Quantum Optics, Inc.
GARGOYLES	2,034,697	Quantum Optics, Inc.
GARGOYLES	2,060,279	Quantum Optics, Inc.
GARGOYLES	1,147,103	Quantum Optics, Inc.
GARGOYLES	1,100,890	Quantum Optics, Inc.
GARGOYLES	2,056,569	Quantum Optics, Inc.
GARGOYLES	1,977,755	Quantum Optics, Inc.
GARGOYLES	2,059,327	Quantum Optics, Inc.
GARGOYLES	78/680,755	Quantum Optics, Inc.
GARGOYLES PERFORMANCE EYEWEAR	2,061,448	Quantum Optics, Inc.
GARGOYLES PERFORMANCE EYEWEAR	78/559,021	Quantum Optics, Inc.
GARGOYLES PROTECTIVE EYEWEAR	2,414,240	Quantum Optics, Inc.
GXP (Stylized)	78/345,244	Quantum Optics, Inc.
IDOL-EYEZ	2,838,924	Quantum Optics, Inc.
OCTANE	2,063,346	Quantum Optics, Inc.
OPTI-CLIPS (Stylized)	615,752	AAi.FosterGrant, Inc.
OPTOMICS	78/642,636	AAi.FosterGrant, Inc.
PALADIN	2,102,013	Quantum Optics, Inc.
PE and Design	1,412,125	Quantum Optics, Inc.
PLATINUM COLLECTION	1,824,281	AAi.FosterGrant, Inc.
PRIVATE EYES	1,736,296	Quantum Optics, Inc.
PRIVATE EYES	1,414,574	Quantum Optics, Inc.
PRIVATE EYES	1,387,416	Quantum Optics, Inc.
PRIVATE EYES SPORT	1,507,947	Quantum Optics, Inc.
PROVIDENCE JEWELS	78/718,736	AAi.FosterGrant, Inc.
PURE EXPRESSIONS	2,992,837	AAi.FosterGrant, Inc.
QUANTUM OPTICS	78/679,672	AAi.FosterGrant, Inc.
READER'S CHOICE	1,770,750	AAi.FosterGrant, Inc.
REX & RUBY	78/525,142	AAi.FosterGrant, Inc.
SNAKE EYES	1,551,676	Quantum Optics, Inc.
SOLAR ACCENTS	1,835,284	AAi.FosterGrant, Inc.
SPARE PAIR	2,159,786	AAi.FosterGrant, Inc.
SPARE PAIR PLUS	78/461,208	AAi.FosterGrant, Inc.
SUNGLASS FACTORY	1,552,708	Quantum Optics, Inc.
SUNREADERS	2,327,175	AAi.FosterGrant, Inc.
TENDER TOUCH	1,667,549	AAi.FosterGrant, Inc.
TOMICHI STUDIO	2,540,883	Quantum Optics, Inc.
UNION EYEWEAR	2,302,713	AAi.FosterGrant, Inc.

TRADEMARK	REG./APP. NO.	OWNER
WHO'S THAT BEHIND THOSE FOSTER GRANTS	2,052,157	AAi.FosterGrant, Inc.
WORLD TOUR	2,388,089	AAi.FosterGrant, Inc.

509265-1162-11424-NY01.2696026.1

RECORDED: 01/02/2008

**TRADEMARK
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