

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:	Magnivision, 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: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	76505696	1STEDITION
Serial Number:	78685433	HYPERFLEXX
Serial Number:	78696267	HYPERFLEXX
Registration Number:	1507921	MAGNIVISION
Registration Number:	2725266	MAGNIVISION SO MUCH MORE TO SEE
Registration Number:	2887308	OVER-SITES
Registration Number:	1646467	REDI-READERS
Serial Number:	76537305	SIMPLY SPECS
Registration Number:	2369425	XTRASIGHT
Registration Number:	2044979	XTRAVISION

CORRESPONDENCE DATA

Fax Number: (212)455-2502

900095348

**TRADEMARK
 REEL: 003688 FRAME: 0093**

OP \$265.00 76505696

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: 4
source=MagT450R#page1.tif
source=MagT450R#page2.tif
source=MagT450R#page3.tif
source=MagT450R#page4.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of December 19, 2007, WILMINGTON TRUST COMPANY, a Delaware banking corporation, as Second Lien Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to MAGNIVISION, INC. (the "Obligor").

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 Obligor (the "Security Agreement"), the Obligor, by reference to the Collateral Agreement, reaffirmed its 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 January 31, 2006, at Reel 003238 and Frame 0450; and

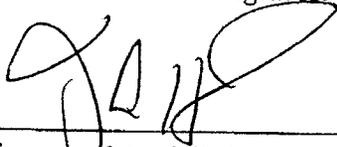
WHEREAS, the Obligors have requested that the Agent terminate and release the entirety of its Security Interest in the Trademark Collateral;

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: _____ James A. Hanley
Title: Assistant Vice President

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

STATE OF DE)
COUNTY OF New Castle)

ss.:

On this 18 day of December 2007, before me personally appeared James A. Hensel to me known who, being by me duly sworn, did depose and say that he/she is Assistant Vice President 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]

Schedule A

U.S. Trademark Registrations and Applications

MARK	APPLICATION/REGISTRATION NO.
Istedition	76/505696
Hyperflexx	78/685,433
Hyperflexx (Stylized)	78/696,267
Magnivision	1,507,921
Magnivision So Much More to See	2,725,266
Over-sites	2,887,308
Redi-Readers	1,646,467
Simplyspecs	76/537,305
Xtrasight	2,369,425
Xtravision	2,044,979