

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cohen Fashion Optical, Inc.		02/29/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	CFO ACQUISITION, LLC
Street Address:	700 Church Street
Internal Address:	P.O. BOX 90009
City:	Bowling Green
State/Country:	KENTUCKY
Postal Code:	42102-9009
Entity Type:	LIMITED LIABILITY COMPANY: KENTUCKY

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	75697877	COHEN'S FASHION OPTICAL
Serial Number:	73217905	COHEN'S FASHION OPTICAL
Serial Number:	74702053	COHEN'S OPTICAL
Serial Number:	75547483	CLEAR COMFORT
Serial Number:	78714522	VISIVUE
Serial Number:	78382640	VISIVUE
Serial Number:	77285054	ULTIMATE SPECTACLE
Serial Number:	77308838	FASHION OPTICAL
Serial Number:	75150689	KIDOPTIX

CORRESPONDENCE DATA

Fax Number: (502)589-0309
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 502-589-5235

OP \$240.00 75697877

Email: mwilliams@wyattfirm.com
Correspondent Name: Matthew A. Williams
Address Line 1: 500 West Jefferson Street
Address Line 2: Suite 2800
Address Line 4: LOUISVILLE, KENTUCKY 40202

ATTORNEY DOCKET NUMBER:	030535.000021
NAME OF SUBMITTER:	Matthew A. Williams
Signature:	/Matthew A. Williams/
Date:	03/25/2008

Total Attachments: 5

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ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS (the "Assignment") is made and entered into as of February 29, 2008 by and between COHEN FASHION OPTICAL, INC., a New York corporation with its principal place of business at Suite 400, 100 Quentin Roosevelt Blvd, Garden City, New York 11530 ("Assignor"), and CFO ACQUISITION, LLC, a Kentucky limited liability company ("Assignee").

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement dated as of February 29, 2008 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Agreement), including without limitation the Cohen Intellectual Property (as defined in the Agreement);

WHEREAS, pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of the Purchased Assets, including without limitation the Cohen Intellectual Property; and

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names, including without limitation the service marks, trademarks, service mark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks"); and

WHEREAS, with regard to the currently pending intent-to-use U.S. service mark and trademark applications, Assignee is acquiring the entire business or portion thereof to which the marks in the intent-to-use applications pertain as required by 15 U.S.C § 1060.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the

date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.


Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflict of laws thereof.

[END OF TEXT; SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Service marks and Trademarks as of the date first above written.

COHEN FASHION OPTICAL, INC.

By: 

Name: Dr. Robert Cohen

Title: President

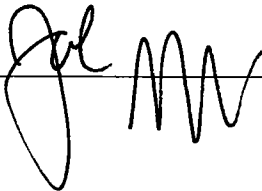
[SEAL]

STATE OF NEW YORK)
) :SS
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this the 29th day of February, 2008, by Dr. Robert Cohen, to me personally known, as the President of Cohen Fashion Optical, Inc., a New York corporation, and that said instrument was signed on behalf of said corporation by proper authority and the instrument was the act of the corporation for the purposes stated above.

JOHN S. LEGO
Notary Public, State of New York
No. 02LE5016297
Qualified in New York County 69
Commission Expires August 9, 2009

My commission expires: _____

NOTARY PUBLIC 

Schedule A

Mark	Country	Ser. No.	Filing Date	Reg. No.	Reg. Date	Goods / Service	Notes
Cohen's Fashion Optical	U.S.	75-697,877	5/4/99	2,691,281	2/25/03	Retail stores featuring eyeglasses and optical wear (Class 35) and Measuring and fitting of optical lenses (Class 42).	
Cohen's Fashion Optical	U.S.	73-217,905	6/1/79	1,287,682	7/31/84	Eyeglasses/Eyeglass cases (Class 9) and Optical services (Class 42).	
Cohen's Fashion Optical	Canada	1294466	3/21/06	TMA390,475	5/10/07	Eyeglasses and eyeglass cases. Optical services for measuring and fitting eyeglasses and other optical eyewear.	
Cohen's Fashion Optical	Madrid Protocol designating the Russian Federation		1/28/08				Madrid Protocol Application based on U.S. Reg. No. 1287682. Sent to IB 1/28/08. Registration No. has not been assigned.
Cohen's Optical	U.S.	74-702,053	7/17/95	2,031,653	1/21/97	Eyewear, Eyeglass lenses and frames, contact lenses and magnifying glasses (Class 9) and Retail Optical Services (Class 42)	

TRADEMARK

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Schedule A

Mark	Country	Ser. No.	Filing Date	Reg. No.	Reg. Date	Goods / Service	Notes
Cohen's Optical	Canada	0649252	1/22/90	TMA687440	11/22/91	Eyewear, namely, eyeglasses, sunglasses and cases therefor; eyeglass lenses and frames and therefor; contact lenses and magnifying glasses. Retail store services featuring eyeglass and other optical eyewear.	
Clear Comfort	U.S.	75-547,483	9/3/98	2,719,544	5/27/03	Contact Lens Solution (Class 5)	
Visivue	U.S.	78-714,522 Notice of Allowance issued 9/5/06	9/16/05			Contact Lens Solution (Class 5) and Contact lenses (Class 9)	Intent-to-Use Application
Visivue	U.S.	78-382,640 Notice of Allowance issued 3/8/05	3/11/2004			Ophthalmic Lenses (Class 9)	Intent-to-Use Application; Statement-of-Use filed 2/14/08
Ultimate Spectacle	U.S.	77-285,054	9/20/07			Retail store services featuring eyeglasses and optical wear (Class 35)	
Fashion Optical	U.S.	77-308,838	10/19/07			Retail store services featuring eyeglasses and optical wear (Class 35)	Intent-to-Use Application
Kidoptix	U.S.	75-150,689	8/15/96	2,468,056	7/10/01	Retail Optical Services	Abandoned

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