

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Au Courant Opticians, Inc.		05/19/2008	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Luxury Optical Holdings Co.		
Street Address:	2651 N. Crimson Canyon Drive		
Internal Address:	c/o Pierre Keyser, Suite 200		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89128		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1874380	AU COURANT	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	1585 Broadway - Trademark File Room		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	44562-001 (AU COURANT)		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
Signature:	/Jenifer deWolf Paine/		

CH \$40.00 1874380

Date:

05/28/2008

Total Attachments: 8

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made, executed and delivered as of May 19, 2008, by and among Luxury Optical Holdings Co., a Delaware corporation ("Buyer"), Optical Fashions, Inc. (DBA Au Courant Optical Fashions), a Michigan corporation ("Optical Fashions"), Au Courant Opticians, Inc., a Florida corporation ("Au Courant Florida") and Au Courant Opticians, Inc., a New Jersey corporation ("Au Courant New Jersey") and, together with Optical Fashions and Au Courant Florida, collectively, the "Seller". Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April 8, 2008 (the "Purchase Agreement"), by and among Buyer, Seller and Mr. Herman W. Bennett, Buyer has agreed to acquire substantially all of the assets and assume certain liabilities of the Seller, and Seller has agreed to sell such assets and transfer such liabilities to Buyer.

WHEREAS, Seller is the sole and exclusive owner of certain trademarks and trade names listed in the attached Schedule A (the "Trademarks"); and

WHEREAS, Buyer is desirous of acquiring the aforesaid Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller:

1. Seller hereby sells, conveys, transfers, assigns and delivers unto Buyer, all of Seller's right, title and interest in and to the Trademarks (including but not limited to, all registration rights with respect to the Trademarks and all rights to prepare derivative marks), together with the underlying goodwill of the business associated with and symbolized by the Trademarks, and the right to sue and recover for past, present and future infringement, as part of a sale of the business pertaining to the marks.

2. Seller hereby agrees to execute all documents to perfect, register and/or record the rights of Buyer to the Trademarks, as Buyer may deem appropriate. If Seller does not, within fifteen (15) business days of presentment, return documents requested by Buyer to be executed by Seller, then the Buyer is hereby granted a limited power of attorney to execute all such documents on behalf of Seller. This power of attorney is coupled with an interest and is irrevocable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the date first set forth above.

LUXURY OPTICAL HOLDINGS CO.

By: _____
Name: Pierre Keyser
Title: Chief Executive Officer

OPTICAL FASHIONS, INC.

By: _____
Name: Herman W. Bennett
Title: President

AU COURANT OPTICIANS, INC.

By: _____
Name: Herman W. Bennett
Title: President

AU COURANT OPTICIANS, INC.

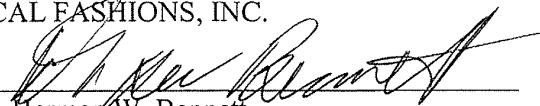
By: _____
Name: Herman W. Bennett
Title: President

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the date first set forth above.

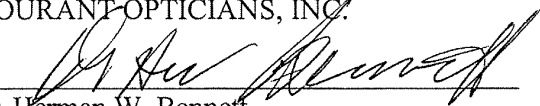
LUXURY OPTICAL HOLDINGS CO.

By: _____
Name: Pierre Keyser
Title: Chief Executive Officer

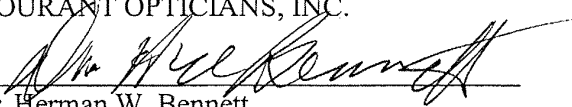
OPTICAL FASHIONS, INC.

By: 
Name: Herman W. Bennett
Title: President

AU COURANT OPTICIANS, INC.

By: 
Name: Herman W. Bennett
Title: President

AU COURANT OPTICIANS, INC.

By: 
Name: Herman W. Bennett
Title: President

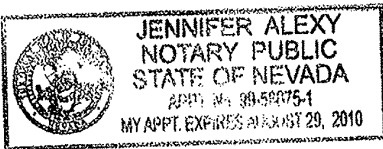
NOTARY

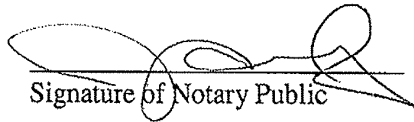
State of Nevada

) ss.

County of Clark

On this the 16th day of May, 2008, before me, Jennifer Alexy, the undersigned Notary Public, personally appeared PIERRE KEYSER, to me known as a duly authorized signatory of Luxury Optical Holdings Co., a Delaware corporation, the assignee above-named, proved to me through satisfactory evidence of identity, which was personally known to be the person whose name is assigned on the preceding document, and acknowledged to me that he/she signed it voluntarily for this stated purpose.




Signature of Notary Public

Jennifer Alexy
Printed Name of Notary Public

My Commission Expires 8-29-2010

NOTARY

State of Michigan

) ss.

County of Oakland

On this the 16 day of May, 2008, before me, Sharon L. Edelman, the undersigned Notary Public, personally appeared HERMAN W. BENNETT, to me known as a duly authorized signatory of Optical Fashions, Inc., a Michigan corporation, the assignor above-named, proved to me through satisfactory evidence of identity, which was personally known to be the person whose name is assigned on the preceding document, and acknowledged to me that he/she signed it voluntarily for this stated purpose.

SHARON L. EDELMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Aug 18, 2011
ACTING IN COUNTY OF


Signature of Notary Public

Sharon L. Edelman
Printed Name of Notary Public

My Commission Expires 8-18-11

NOTARY

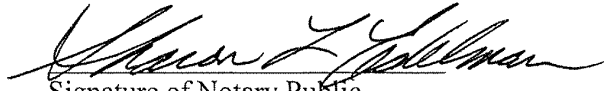
State of Michigan

) ss.

County of Oakland

On this the 16th day of May, 2008, before me, Sharon L. Edelman, the undersigned Notary Public, personally appeared HERMAN W. BENNETT, to me known as a duly authorized signatory of Au Courant Opticians, Inc., a Florida corporation, the assignor above-named, proved to me through satisfactory evidence of identity, which was personally known to be the person whose name is assigned on the preceding document, and acknowledged to me that he/she signed it voluntarily for this stated purpose.

SHARON L. EDELMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Aug 18, 2011
ACTING IN COUNTY OF


Signature of Notary Public

Sharon L. Edelman
Printed Name of Notary Public

My Commission Expires 8-18-11

TRADEMARK
REEL: 003784 FRAME: 0040

NOTARY

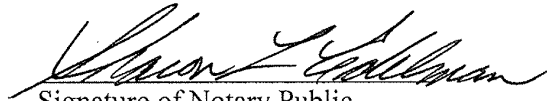
State of Michigan

) ss.

County of Oakland

On this the 16th day of May, 2008, before me, Sharon L. Edelman, the undersigned Notary Public, personally appeared HERMAN W. BENNETT, to me known as a duly authorized signatory of Au Courant Opticians, Inc., a New Jersey corporation, the assignor above-named, proved to me through satisfactory evidence of identity, which was personally known to be the person whose name is assigned on the preceding document, and acknowledged to me that he/she signed it voluntarily for this stated purpose.

SHARON L. EDELMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Aug 18, 2011
ACTING IN COUNTY OF


Signature of Notary Public

Sharon L. Edelman
Printed Name of Notary Public

My Commission Expires 8-18-11

TRADEMARK
REEL: 003784 FRAME: 0041

SCHEDULE A

ASSIGNED TRADEMARKS

Assigned United States Trademarks

Au Courant Marks

Country	Mark	Classes	Serial Number	Application Date	Registration Number	Registration Date	Status
USA	AuCourant		74/48136	1/17/1995	1874380	1/17/2005	current for 10 years