

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cole Vision Corporation		07/01/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cole National Corporation		
<b>Street Address:</b>	4000 Luxottica Place		
<b>City:</b>	Mason		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45040		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78845670	EASYCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(513)492-6390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	513-765-6390		
<b>Email:</b>	tthomas@luxotticaretail.com		
<b>Correspondent Name:</b>	Tani L. Thomas		
<b>Address Line 1:</b>	4000 Luxottica Place		
<b>Address Line 4:</b>	Cincinnati, OHIO 45040		
<b>ATTORNEY DOCKET NUMBER:</b>	65430-0060-C.NAT.ASSIGNMT		
<b>NAME OF SUBMITTER:</b>	Tani L. Thomas		
<b>Signature:</b>	/tani l. thomas/		
<b>Date:</b>	07/16/2008		

CH \$40.00 78845670

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** ("Assignment") is made as of June 30, 2008 by and between Cole Vision Corporation, a Delaware corporation, with a principal place of business at 4000 Luxottica Place, Mason, OH 45040 ("Assignor") and Cole National Corporation, a Delaware corporation, with a principal place of business at 4000 Luxottica Place, Mason, OH 45040 ("Assignee").

WHEREAS, Assignor desires to transfer, assign and convey to Assignee and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to the Trademark (as hereinafter defined), together with the goodwill represented thereby, and any and all rights, claims and causes of action held by or inuring to the benefit of Assignor.

NOW, THEREFORE, for TEN AND NO/100 DOLLARS (\$10) and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

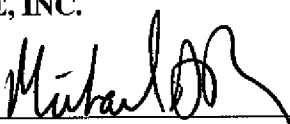
1. Assignment. Assignor hereby transfers, assigns and conveys to Assignee all of its right, title and interest in and to the Trademark, and any and all rights, claims and causes of action held by or inuring to the benefit of Assignor in respect thereof.
2. Definition of Trademark. For purposes of this Assignment, "**Trademark**" shall mean "**EASYCARE**", U.S. Trademark Application No.78/845670, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith.
3. Further Assurances. Each party to this Assignment agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments, agreements and documents, and to do all such other acts and things, as may be required by law or as may be necessary or advisable to carry out the intent and purposes of this Assignment.
4. Governing Laws. This Assignment shall be construed and interpreted according to the laws of the State of **New York**, applicable to contracts to be wholly performed within the State of **New York**.
5. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first above written.

**COLE NATIONAL CORPORATION**

By: \_\_\_\_\_  
Name: Kerry Bradley  
Title: President & Chief Operating Officer

**PEARLE, INC.**

By:  \_\_\_\_\_  
Name: Michael A. Boxer  
Title: Vice President & Secretary

ACKNOWLEDGMENTS

STATE OF Ohio )  
 ) ss.:  
COUNTY OF Warren )

On this \_\_\_ day of \_\_\_\_\_ 2008, before me came Kerry Bradley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the President & Chief Operating Officer of Cole National Corporation and acknowledged to me that he/she executed the foregoing Trademark Assignment in his/her authorized capacity, and that by his/her signature on the instrument he/she, or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal. (SEAL)

\_\_\_\_\_  
Notary's Signature

STATE OF New York )  
 ) ss.:  
COUNTY OF NASSAU )

On this 30<sup>TH</sup> day of JUNE, 2008, before me came Michael A. Boxer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President and Secretary of Pearle, Inc. and acknowledged to me that he/she executed the foregoing Trademark Assignment in his/her authorized capacity, and that by his/her signature on the instrument he/she, or the entity upon behalf of which he/she acted, executed the instrument.

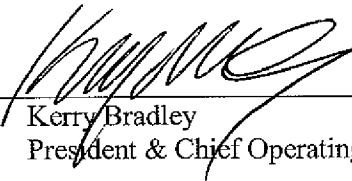
WITNESS my hand and official seal. (SEAL)

Tricia Dhanraj  
Notary's Signature

TRICIA DHANRAJ  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01DH6172344  
Qualified in Nassau County  
Commission Expires 8/6/2011

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first above written.

**COLE VISION CORPORATION**

By:   
Name: Kerry Bradley  
Title: President & Chief Operating Officer

**COLE NATIONAL CORPORATION**



By: \_\_\_\_\_  
Name: Michael A. Boxer  
Title: Vice President & Secretary

ACKNOWLEDGEMENTS:

STATE OF Ohio )  
 ) ss.:  
COUNTY OF Warren )

On this 15<sup>th</sup> day of July 2008, before me came Kerry Bradley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the President and Chief Operating Officer of Cole Vision Corporation and acknowledged to me that he executed the foregoing Trademark Assignment in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal. (SEAL)

  
 Judith L. Bramble, Notary Public  
In and For the State of Ohio  
My Comm. Expires 6-22-11

STATE OF New York )  
 ) ss.:  
COUNTY OF )

On this \_\_\_\_\_ day of July 2008, before me came Michael A. Boxer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President and Secretary of Cole National Corporation and acknowledged to me that he executed the foregoing Trademark Assignment in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal. (SEAL)

\_\_\_\_\_  
Notary's Signature