

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Marchon Eyewear, Inc.		08/14/2008	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	P.O. Box 2558
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77252
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 59**

Property Type	Number	Word Mark
Registration Number:	1653533	ACCUFLEX
Registration Number:	2199773	ADD-POWER
Registration Number:	2580254	AIRLOCK
Registration Number:	1517846	AUTOFLEX
Registration Number:	2523650	BENDABLES
Serial Number:	77508137	BENDABLES
Registration Number:	2676669	BENDABLES
Registration Number:	1989164	BLUE RIBBON
Registration Number:	1535392	BORN HOT
Registration Number:	1544219	CAMFLEX
Registration Number:	2207401	CARE FROM OFFICEMATE
Registration Number:	1583418	CFG
Serial Number:	77172541	CHAPARRAL
Registration Number:	2433800	DURAFLEX

OP \$1490.00 1653533

Registration Number:	2649158	EXAMWRITER
Registration Number:	2654609	EXTREME FLEX
Registration Number:	1526874	EYE-GLASSERY
Registration Number:	1747691	FLEXON
Registration Number:	2541409	FLEXON SELECT
Registration Number:	2375786	FLEXSTAR
Registration Number:	2528270	FLEXTRA
Registration Number:	1713331	F
Registration Number:	1531740	I-F/X
Registration Number:	1363046	M
Serial Number:	78551270	MADE TO MOVE
Registration Number:	1369878	MARCHON
Registration Number:	1382403	MARCHON
Registration Number:	2144197	MARCHON
Registration Number:	1922081	MARCHON
Registration Number:	1925082	MARCHON
Registration Number:	1922270	MARCHON
Registration Number:	1544397	MARCHON
Registration Number:	1960568	MARCHON
Registration Number:	1928776	MARCHON
Registration Number:	2675800	MM MEMORY METAL
Registration Number:	2948734	MVP MARCHON VALUED PARTNERS
Registration Number:	1445102	OP-TOPICS
Registration Number:	2844357	OPIS
Registration Number:	1416633	ORDERMASTER
Registration Number:	2419993	SOINTU
Registration Number:	2974508	STAINLESS +
Registration Number:	2769945	SUNCENTER
Registration Number:	2776536	SUNCENTER
Registration Number:	1588592	SUNMIRRORS
Registration Number:	1607209	SUNSTAR
Registration Number:	2042285	SUPERTHIN BY MARCHON
Registration Number:	2376178	TANOS
Registration Number:	2376177	TANOS TITANIUM
Registration Number:	2957105	TECH-FLEX

Registration Number:	2352921	THE METAL WITH A MEMORY
Registration Number:	2474283	TIFLEX
Registration Number:	2955609	TI-LIGHT
Registration Number:	2239881	TRES JOLI
Registration Number:	3015549	TRES JOLIE
Registration Number:	2548326	TRUFLEX
Registration Number:	3336669	ULTRACLIP
Registration Number:	2255798	ULTRAFIT
Registration Number:	1784010	VERSA-RULE
Registration Number:	2538458	X-FLEX

**CORRESPONDENCE DATA**

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:	509265/1410
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	11/11/2008

Total Attachments: 9  
source=MarEyTSI#page1.tif  
source=MarEyTSI#page2.tif  
source=MarEyTSI#page3.tif  
source=MarEyTSI#page4.tif  
source=MarEyTSI#page5.tif  
source=MarEyTSI#page6.tif  
source=MarEyTSI#page7.tif  
source=MarEyTSI#page8.tif  
source=MarEyTSI#page9.tif

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 14, 2008 is made by Marchon Eyewear, Inc., a New York corporation, located at 35 Hub Drive, Melville, NY 11747 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of August 14, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among VSP Holding Company, Inc., a Delaware corporation and parent of the Grantor, and Altair Holding Company, a California corporation (together with VSP Holding Company, Inc., the "Borrowers"), the Lenders, the Agent, Bank of America, N.A., Wachovia Bank N.A. and RBS Citizens, N.A., as Documentation Agents, and Union Bank of California, N.A. and Wells Fargo Bank, N.A., as Syndication Agents.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Grantor and certain other subsidiaries of the Borrowers have executed and delivered a Guarantee and Collateral Agreement, dated as of August 14, 2008, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and

convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this \_\_\_ day of August, 2008.

MARCHON EYEWEAR, INC.,  
as the Grantor

By:   
Name: Martin Fox  
Title: Chief Operating Officer

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

TRADEMARK GRANT OF SI SIGNATURE PAGE-MARCHON EYEWEAR, INC.


TRADEMARK  
REEL: 003885 FRAME: 0886

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this \_\_\_ day of August, 2008.

MARCHON EYEWEAR, INC.,  
as the Grantor

By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: ALICIA T. SCHREIBSTEIN  
Title: VICE PRESIDENT

TRADEMARK GRANT OF SI SIGNATURE PAGE-MARCHON EYEWEAR, INC.

TRADEMARK  
REEL: 003885 FRAME: 0887

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK )  
 ) ss  
COUNTY OF SUFFOLK )

On the 12<sup>th</sup> day of August, 2008, before me personally came Martin Fox, who is personally known to me to be the Chief Operating Officer of Marchon Eyewear, Inc., a New York corporation; who, being duly sworn, did depose and say that she/he is the Chief Operating Officer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

**JACQUELINE P. STRAEHLE**  
Notary Public, State of New York  
Registration #018T6082854  
Qualified in Nassau County  
Commission Expires Nov. 4, 2010

Jacqueline P. Straehle  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

TRADEMARK GRANT OF SI SIGNATURE PAGE-MARCHON EYEWEAR, INC.

TRADEMARK  
REEL: 003885 FRAME: 0888




ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York )  
 ) ss  
COUNTY OF Nassau )

On the 11<sup>th</sup> day of September, 2008, before me personally came Alicia Schreiber who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A.; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

JOHN K. BUDZYNSKI  
Notary Public, State of New York  
No. 01BU4982433  
Qualified in Nassau County  
Commission Expires June 03, 2011

  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

TRADEMARK GRANT OF SI SIGNATURE PAGE-MARCHON EYEWEAR, INC.

TRADEMARK  
REEL: 003885 FRAME: 0889

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
ACCUFLEX	1,653,533
ADD-POWER	2,199,773
AIRLOCK	2,580,254
AUTOFLEX	1,517,846
BENDABLES	2,523,650
BENDABLES	77/508,137
BENDABLES AND DESIGN	2,676,669
BLUE RIBBON AND DESIGN	1,989,164
BORN HOT	1,535,392
CAMFLEX	1,544,219
CARE FROM OFFICEMATE	2,207,401
CFG	1,583,418
CHAPARRAL	77/172,541
DURAFLEX AND DESIGN	2,433,800
EXAMWRITER	2,649,158
EXTREME FLEX	2,654,609
EYE-GLASSERY	1,526,874
FLEXON	1,747,691
FLEXON SELECT	2,541,409
FLEXSTAR	2,375,786
FLEXTRA	2,528,270
F AND DESIGN	1,713,331
I-F/X	1,531,740
M AND DESIGN	1,363,046
MADE TO MOVE	78/551,270
MARCHON	1,369,878
MARCHON	1,382,403
MARCHON	2,144,197
MARCHON	1,922,081
MARCHON	1,925,082
MARCHON	1,922,270
MARCHON	1,544,397
MARCHON	1,960,568
MARCHON	1,928,776
MM MEMORY METAL AND DESIGN	2,675,800
MVP MARCHON VALUED PARTNERS	2,948,734
OP-TOPICS	1,445,102
OPIS	2,844,357
ORDERMASTER	1,416,633
SOINTU	2,419,993

STAINLESS+	2,974,508
SUNCENTER	2,769,945
SUNCENTER AND DESIGN	2,776,536
SUNMIRRORS	1,588,592
SUNSTAR	1,607,209
SUPERTHIN BY MARCHON AND DESIGN	2,042,285
TANOS	2,376,178
TANOS TITANIUM	2,376,177
TECH-FLEX	2,957,105
THE METAL WITH A MEMORY	2,352,921
TIFLEX	2,474,283
TI-LIGHT	2,955,609
TRES JOLIE	2,239,881
TRES JOLIE	3,015,549
TRUFLEX	2,548,326
ULTRACLIP	3,336,669
ULTRAFIT	2,255,798
VERSA-RULE	1,784,010
X-FLEX	2,538,458

#### Exclusive Licenses

1. License Agreement dated October 5, 1999 between Calvin Klein, Inc. and Marchon Eyewear, Inc, as amended to date.
2. License Agreement dated October 15, 2002 between Coach, Inc. and Marchon Eyewear, Inc., as amended to date.
3. License Agreement executed on July 29, 2004 between Fendi Adele S.r.l. and Marchon Eyewear, Inc.; and Sublicense Agreement dated July 1, 2008 between Interservices and Trading S.A. and Marchon Eyewear, Inc.
4. Agreement dated November 4, 2005 between Christian Casey L.L.C. and Marchon Eyewear, Inc.
5. License Agreement dated January 1, 2005 between Nautica Apparel, Inc. and Marchon Eyewear, Inc.
6. License Agreement dated January 1, 2004 between Michael Kors L.L.C. and Marchon Eyewear, Inc., as amended to date.
7. Trademark License Agreement effective as of June 1, 2008 between NIKE, Inc., NIKE International Limited, and Marchon Eyewear, Inc.
8. Sub-License Agreement between Emilio Pucci S.R.I. and Marchon Eyewear, Inc. dated January 1, 2007.

9. License Agreement between Asian and Western Classics B.V. and Marchon Eyewear, Inc. dated April 2, 2007 (Lagerfeld license).
10. License Agreement between Jil Sander AG, Hamburg and Marchon Eyewear, Inc. dated October 20, 2007.

509265-1410-10636-NY02.2676176.2

11/07/2008 11:50 AM

**RECORDED: 11/11/2008**

**TRADEMARK  
REEL: 003885 FRAME: 0892**