

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Altair Eyewear, Inc.		08/14/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1826203	ALTAIR	
Registration Number:	2480612	MICROTECH	
Registration Number:	3209757	TITANTWIST	
Registration Number:	3389734	LEGENDS 4.0 OPTICAL LABORATORY	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

OP \$115.00 1826203

Signature:	/ml/
Date:	11/11/2008
Total Attachments: 7 source=AltEyTSI#page1.tif source=AltEyTSI#page2.tif source=AltEyTSI#page3.tif source=AltEyTSI#page4.tif source=AltEyTSI#page5.tif source=AltEyTSI#page6.tif source=AltEyTSI#page7.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 Altair Eyewear, Inc., a California corporation, located at 10875 International Drive, Suite 100, Rancho Cordova, CA 95670 (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.

W I T N E S S E T H:

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.

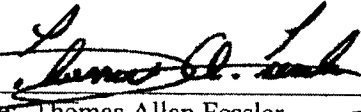
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and 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.

ALTAIR EYEWEAR, INC.
as the Grantor

By: 
Name: Thomas Allan Fessler
Title: Authorized Signatory

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

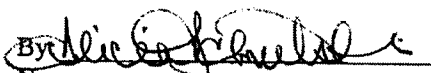
By: _____
Name:
Title:

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.

ALTAIR EYEWEAR, INC.
as the Grantor

By: _____
Name:
Title:

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

By: 

Name:
Title: ALICIA T. SCHREIBSTEIN
VICE PRESIDENT

TRADEMARK GRANT OF SI SIGNATURE PAGE-ALTAIR EYEWEAR

TRADEMARK
REEL: 003886 FRAME: 0107

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 15th day of August, 2008, before me personally came Thomas Allan Fessler, who is personally known to me to be the Authorized Signatory of Altair Eyewear, a California corporation; who, being duly sworn, did depose and say that she/he is the Authorized Signatory 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.


Notary Public

(PLACE STAMP AND SEAL ABOVE)

HERBERT F. KOZLOV
Notary Public, State of New York
No. 02KO482110
Qualified in Westchester County
Commission Expires Aug. 31, 2016

TRADEMARK GRANT OF SI SIGNATURE PAGE-ALTAIR EYEWEAR

TRADEMARK
REEL: 003886 FRAME: 0108

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF Nassau)

On the 10th 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. 01804982433
Qualified in Nassau County
Commission Expires June 03, 2011


Notary Public

(PLACE STAMP AND SEAL ABOVE)

TRADEMARK GRANT OF SI SIGNATURE PAGE-ALTAIR EYEWEAR

TRADEMARK
REEL: 003886 FRAME: 0109

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
ALTAIR	1,826,203
MICROTECH	2,480,612
TITANTWIST	3,209,757
LEGENDS 4.0 OPTICAL LABORATORY	3,389,734

Exclusive Licenses

1. License Agreement effective as of September 4, 2003, between JA Apparel Corp and Altair Eyewear, as amended to date (Joseph Abboud and Joe).
2. License Agreement dated as of July 6, 2006, between Revlon Consumer Products Corporation and Altair Eyewear.
3. License Agreement dated as of February 28, 2004, between Viewpoint International, Inc. and Altair Eyewear (Tommy Bahama).
4. License Agreement dated as of September 22, 2005, between L.C. Licensing, Inc. and Altair Eyewear (Sigrid Olsen).