

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
OPTICARE EYE HEALTH CENTERS, INC.		03/27/2009	CORPORATION: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PEARLE, INC.		
<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>	
Registration Number:	1803525	THE DIFFERENCE IS CLEAR	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(513)492-6390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513-765-6390		
Email:	tthomas@luxotticaretail.com		
Correspondent Name:	Tani L. Thomas		
Address Line 1:	4000 Luxottica Place		
Address Line 4:	Mason, OHIO 45040		
ATTORNEY DOCKET NUMBER:	DIFF.ISCLEAR- ASSIGNMENT		
NAME OF SUBMITTER:	Tani L. Thomas		
Signature:	/tani l. thomas/		
Date:	04/09/2009		

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**Total Attachments: 3**

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**EXHIBIT A**

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of April 1, 2009, is entered into by and between Opticare Eye Health Centers, Inc., a Connecticut corporation ("Assignor"), in favor of Pearle, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, dated as of April 1, 2009 (the "Purchase Agreement"), concerning Assignee's purchase of a trademark, THE DIFFERENCE IS CLEAR, U.S. Registration No. 1,803,525, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith (the "Trademark");

WHEREAS, pursuant to the Purchase Agreement, the Trademark and the associated goodwill are to be assigned to Assignee at its request and direction.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby grants, sells, conveys, assigns, sets over, transfers and delivers unto Assignee, its successors and assigns, to have, and to hold forever, all of Assignor's right, title and interest in the Trademark, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith.
2. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademark, and issue any and all registrations thereon to Assignee, as assignee of all of Assignor's right, title and interest in, to and under the Trademark, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.
3. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
4. To the extent any term or provision herein is inconsistent with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

*[Reminder of page intentionally left blank; signature page follows]*

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

**OPTICARE EYE HEALTH CENTERS, INC.**  
a Connecticut corporation

By: *[Signature]*  
Name: *David Peris*  
Title: *President*

**PEARLE, INC.**  
a Delaware corporation

By: *[Signature]*  
Name: JULIE S. WASHINGTON  
Title: VICE PRESIDENT OF MARKETING

ACKNOWLEDGMENTS

STATE OF NEW JERSEY     )  
                                      ) ss.:  
COUNTY OF Camden     )

On this 20<sup>th</sup> day of March 2009, before me came J. David Peris personally known to me (or proved to me on the basis of satisfactory evidence) to be the President of Opticare Eye Health Centers, 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)

*[Signature]*  
Notary's Signature

ELEANOR ANN CARNUCCIO  
Notary Public of New Jersey  
My Commission Expires July 23, 2012

STATE OF OHIO )  
 ) ss.  
COUNTY OF WARREN )

On this 27 day of March, 2009, before me came Julie J. Hoff personally known to me (or proved to me on the basis of satisfactory evidence) to be the Member 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)

Susan A. Mack  
Notary's Signature



SUSAN A. MACK  
Notary Public, State of Ohio  
My Commission Expires 06-21-11