TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Luxottica Group S.p.A.		12/03/2008	CORPORATION: ITALY

RECEIVING PARTY DATA

Name:	Luxottica S.r.l.
Street Address:	Via Valcozzena 10
City:	32021 Agordo BL
State/Country:	ITALY
Entity Type:	LIMITED LIABILITY COMPANY: ITALY

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78843120	RAY-BAN
Registration Number:	2481153	V VOGUE
Registration Number:	1696835	PERSOL
Registration Number:	0913166	PERSOL
Registration Number:	1254409	LUXOTTICA
Registration Number:	1511615	LUXOTTICA
Registration Number:	0650499	RAY.BAN
Registration Number:	1080886	RAY-BAN
Registration Number:	1320460	RAY.BAN

OP $240.00 78843120

CORRESPONDENCE DATA

Fax Number: (202)857-6395

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202 857 6389

Email: henrye@arentfox.com

Correspondent Name: Michael A. Grow

Address Line 1: 1050 Connecticut Avenue, NW

Address Line 2:	Arent Fox LLP
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	19809/004

DOMESTIC REPRESENTATIVE

Name:	Michael A. Grow
Address Line 1:	1050 Connecticut Avenue, NW
Address Line 2:	Arent Fox LLP
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:	E.T. Henry/Trademark Specialist
Signature:	/E.T. Henry/
Date:	04/17/2009

Total Attachments: 6
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TRADEMARK LICENSE AGREEMENT

This Agreement entered into by and between Luxottica Group S.p.a., an Italian company with offices at via Cesare Cantù 2, 20123 Milan, Italy (hereinafter referred to as "LICENSOR") and Luxottica S.r.l. an Italian company with offices at Via Valcozzena 10, 32021 Agordo BL, Italy (hereinafter referred to as "LICENSEE").

W I T N E S S E T H

WHEREAS, LICENSOR is the owner in UNITED STATES OF AMERICA (hereinafter called "the Territory") of the trademarks set forth in the attached Schedule A (which trademarks together with the registrations thereof are hereinafter collectively referred to as "the Trademarks"); and

WHEREAS, LICENSEE desires the right to use the Trademarks in the Territory and LICENSOR is willing to grant said right on the terms and conditions hereinafter provided;

NOW, THEREFORE, the parties hereto agree on the following

FIRST. LICENSOR hereby grants to LICENSEE an exclusive license to use the Trademarks in the Territory only upon and in connection with the goods set forth in the attached Schedule A (hereinafter referred to as "the Goods"), but only so long as the Goods are manufactured by LICENSEE in accordance with the standards and specifications submitted or approved by LICENSOR.

SECOND. LICENSOR has the right, at all reasonable times, to inspect the finished Goods upon and in connection with which the Trademarks are to be used, as well as the methods of manufacturing the Goods, in order that LICENSOR may satisfy itself that the Goods meet the standards and specifications submitted or approved by LICENSOR. LICENSOR shall also have the right to receive, from time to time, without charge, a reasonable number of samples of the Goods, where feasible. The quality of LICENSEE'S goods shall not be inferior to the standards supplied by LICENSOR, and LICENSOR shall monitor compliance with this provision.

THIRD. LICENSOR has the right to receive for approval all packaging, labels, advertising and other material on which the Trademarks appear and LICENSEE specifically undertakes to amend to the satisfaction of LICENSOR any such packaging, labels, advertising and other material which are not approved by LICENSOR.

FOURTH. LICENSEE recognizes LICENSOR's ownership and title to the Trademarks as well as LICENSOR's ownership of any copyrights or marks, service marks included, or distinctive features of the packaging used in connection with the Trademarks and it is understood that LICENSEE shall not claim adversely to LICENSOR any right, title or interest in and to the Trademarks, or copyrights, service marks or distinctive features of the packaging used in connection with the Trademarks.

FIFTH. This Agreement will be in force commencing as of its date of execution, and will cease its effects at the date of termination of the validity of the trademark registrations.
Either party may terminate this agreement by giving at least 3 month's notice in writing to the other party.

SIXTH. Upon termination of this Agreement, LICENSEE agrees to discontinue use of the said Trademarks and copyrights or service marks used in connection with the Trademarks; LICENSEE also agrees not to attempt to register or to use or to aid any third party in attempting to register or to use any trademark or service mark which may be, in the opinion of LICENSOR, confusingly similar to the Trademarks. It is understood that this last covenant shall survive termination of this Agreement.

SEVENTH. The parties agree to cooperate in recording this Agreement with the United StatesTrademark Office. Official fees pertaining to such recordal shall be paid by LICENSOR. LICENSEE hereby appoints LICENSOR its agent and grants a limited power

of attorney to LICENSOR to withdraw any such license recordal upon the expiration or termination of this Agreement.

EIGHTH. In case of any use of the Trademarks by any third party which LICENSEE considers might be an infringement or passing off of the Trademarks, LICENSEE shall have the right to take legal actions against such third parties to enforce the trademarks rights. In such event, LICENSEE shall have the right to take such actions in its own name. In any event, LICENSOR agrees to cooperate fully with LICENSEE to whatever extent it is necessary to prosecute such action, all expenses being borne by LICENSEE and all damages which may be recovered being solely for the account of LICENSEE.

NINTH. Any waiver by LICENSOR or LICENSEE of a breach of any term or condition of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other term or condition hereof.

TENTH. This Agreement shall be binding upon and inure to the benefit of the parties hereto and may not be assigned by either party without the consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on 3RD DECEMBER, 2008.

LUXOTTICA GROUP S.p.a.

By: _____

ANDREA GUERRA - CEO

LUXOTTICA GROUP S.p.A.
Via Cantù, 2
20123 MILANO

LUXOTTICA S.r.l.

By: _____

LUIGI FRANCAVILLA - CHAIRMAN

LUXOTTICA S.r.l.
Società a socio unico
Loc. Valcozzena, 10
32021 AGORDO (Belluno)

SCHEDULE A

COUNTRY	STATUS	MARK (KIND)	INT. CLASS	FILING	REGISTRATION	EXPIRY
U.s.a.	pending	RAY-BAN (M)	09M	[first filing] 78/843120 / 22.03.2006		
U.s.a.	registered	V VOGUE (F)	09	[first filing] 75/464249 / 08.04.1998	[first filing] 2.481.153 / 28.08.2001	28.08.2011
U.s.a.	renewal registration	PERSOL (D)	09	[1. renewal] 1696835 / 30.08.2002 [first filing] 74085768 / 03.08.1990	[1. renewal] 1696835 / 30.08.2002 [first filing] 1696835 / 23.06.1992	23.06.2012
U.s.a.	renewal registration	PERSOL (F)	09	[2. renewal] 913166 / 29.08.2001 [1. renewal] 913166 / 24.07.1991 [first filing] 72340007 / 07.10.1969	[2. renewal] 913166 / 29.08.2001 [1. renewal] 913166 / 24.07.1991 [first filing] 913166 / 08.06.1971	08.06.2011
U.s.a.	renewal registration	LUXOTTICA (D)	09	[1. renewal] 1254409 / 18.06.2004 [first filing] 73361031 / 22.04.1982	[1. renewal] 1254409 / 18.06.2004 [first filing] 1254409 / 18.10.1983	18.10.2013
U.s.a.	registered	LUXOTTICA + due stelle stilizzate (F)	09	[first filing] 73712067 / 19.02.1988	[first filing] 1511615 / 08.11.1988	08.11.2008
U.s.a.	renewal registration	RAY-BAN (F)	09	[3. renewal] 72-018292 / 20.08.2007 [2. renewal] 72-018292 / 31.07.1997 [1. renewal] 72-018292 / 31.07.1977 [first filing] 72-018292 / 29.10.1956	[3. renewal] 650499 / 06.09.2007 [2. renewal] 650499 / 20.08.1997 [1. renewal] 650499 / 20.08.1977 [first filing] 650499 / 20.08.1957	20.08.2017
U.s.a.	renewal application	RAY-BAN (D)	09	[2. renewal] 73-125945 / 03.07.2008 [1. renewal] 73-125945 / 28.01.1998 [first filing] 73-125945 / 09.05.1977	[2. renewal] No. 1080886 [1. renewal] 1080886 / 03.01.1998 [first filing] 1080886 / 03.01.1978	03.01.2018

TRADEMARK
REEL: 003972 FRAME: 0367

SCHEDULE A

COUNTRY	STATUS	MARK (KIND)	INT. CLASS	FILING	REGISTRATION	EXPIRY
U.s.a.	renewal registration	logo cerchio RAY-BAN (F)	09	[1. renewal] 73-468836 / 19.02.2005 [first filing] 73-468836 / 05.03.1984	[1. renewal] 1.320.460 / 19.02.2005 [first filing] 1.320.460 / 19.02.1985	19.02.2015

REMARKS

* Kind of trademark:

(D) word trademark
(F) black and white device trademark
(M) colour device trademark

RECORDED: 04/17/2009

TRADEMARK
REEL: 003972 FRAME: 0368