

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FGX International Inc.		07/23/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Crimzon Rose International, LLC		
Street Address:	4 Warren Avenue		
City:	North Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02911		
Entity Type:	LIMITED LIABILITY COMPANY: RHODE ISLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2992837	PURE EXPRESSIONS	
CORRESPONDENCE DATA			
Fax Number:	(401)861-1953		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	401-421-3141		
Email:	esalter@saltermichaelson.com		
Correspondent Name:	Elliot A. Salter		
Address Line 1:	321 South Main Street		
Address Line 2:	Salter & Michaelson		
Address Line 4:	Providence, RHODE ISLAND 02903		
ATTORNEY DOCKET NUMBER:	CRIMZONROSE TM		
NAME OF SUBMITTER:	Elliot A. Salter		
Signature:	/Elliot A. Salter/		
Date:	08/20/2009		

CH \$40.00 2992837

Total Attachments: 4

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*Execution Version***TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT is made on this 23rd day of July, 2009 (the "Trademark Assignment") by and between FGX International Inc., a Delaware corporation with an address of 500 George Washington Highway, Smithfield, RI 02192 ("Assignor"), and Crimson Rose International, LLC, a Rhode Island limited liability company with an address of 4 Warren Avenue, North Providence, RI 02911 ("Assignee").

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule 1 attached hereto (hereinafter referred to as the "Marks") in interstate commerce; and

WHEREAS, Assignee wishes to acquire all right, title and interest in and to the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:


1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Marks, along with the goodwill of the business symbolized thereby, including all rights therein provided by international conventions and treaties, as well as any and all rights derived from use of the Marks, either by itself or by licensees, as well as the right to sue for past, present and future infringement thereof.
2. Further Assurances. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary to record and perfect the interest of Assignee in and to the Marks.
3. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
4. Governing Law. This Trademark Assignment shall be governed by, construed and enforced in accordance with the internal laws of the State of Rhode Island, except any such law that would render such choice of law ineffective.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused the Trademark Agreement to be executed by its duly authorized representative.

FGX INTERNATIONAL INC.,
Assignor

CRIMZON ROSE INTERNATIONAL LLC,
Assignee

By: 
Name: ANTHONY DE PAOLA
Title: VP & CFO

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, each party has caused the Trademark Agreement to be executed by its duly authorized representative.

FGX INTERNATIONAL INC.,
Assignor

CRIMZON ROSE INTERNATIONAL LLC,
Assignee

By: _____
Name: _____
Title: _____

By: 
Name: STEVEN J. O'NEIL
Title: CFO

[Signature Page to Trademark Assignment]

Schedule 1**REGISTERED TRADEMARKS**

<u>Country</u>	<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>
US	PURE EXPRESSIONS	FGX International Inc.	2,992,837
Canada	PURE EXPRESSIONS	FGX International Inc.	TMA631,444
Canada	PURE EXPRESSIONS	FGX International Inc.	TMA675,825
Canada	PURE EXPRESSIONS HYPO ALLERGENIC	FGX International Inc.	TMA628,543

UNREGISTERED TRADEMARKS

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