

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Trademark Supplement to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Luxury Optical Holdings Co.		09/18/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ATALAYA ADMINISTRATIVE LLC		
<b>Street Address:</b>	c/o Atalaya Capital Management, 39 Broad Street		
<b>Internal Address:</b>	Suite 209		
<b>City:</b>	Charleston		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29401		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77825902	SCENE	
<b>Serial Number:</b>	77825359	DAVANTE	
<b>Serial Number:</b>	77825357	AU COURANT OPTICIANS LUXURY EYEWEAR	
<b>Serial Number:</b>	77825360	OPTICA	
<b>Serial Number:</b>	77826153	MORGENTHAL FREDERICS	
<b>Serial Number:</b>	77826149	·MORGENTHAL· FREDERICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)856-8201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-856-8145		
<b>Email:</b>	ip@brownrudnick.com		
<b>Correspondent Name:</b>	Mark S. Leonardo		
<b>Address Line 1:</b>	One Financial Center		
<b>Address Line 2:</b>	Brown Rudnick LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02111		

CH \$165.00 77825902

**900143797**

**TRADEMARK**  
**REEL: 004066 FRAME: 0545**

ATTORNEY DOCKET NUMBER:	28381/1
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/Mark S. Leonardo/
Date:	09/23/2009
<b>Total Attachments: 7</b> source=DOCS_B-#1686132-v1-Second_Trademark_Supplement_to_Trademark_Security_Agreement#page1.tif source=DOCS_B-#1686132-v1-Second_Trademark_Supplement_to_Trademark_Security_Agreement#page2.tif source=DOCS_B-#1686132-v1-Second_Trademark_Supplement_to_Trademark_Security_Agreement#page3.tif source=DOCS_B-#1686132-v1-Second_Trademark_Supplement_to_Trademark_Security_Agreement#page4.tif source=DOCS_B-#1686132-v1-Second_Trademark_Supplement_to_Trademark_Security_Agreement#page5.tif source=DOCS_B-#1686132-v1-Second_Trademark_Supplement_to_Trademark_Security_Agreement#page6.tif source=DOCS_B-#1686132-v1-Second_Trademark_Supplement_to_Trademark_Security_Agreement#page7.tif	

**Second Trademark Supplement to Trademark Security Agreement****SECOND SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

This Second Supplement to Trademark Security Agreement (this “Supplement”) is dated as of September 18, 2009, is made and entered into by and among the grantors listed on the signature page hereof (each, a “Grantor” and collectively, the “Grantors”), and Atalaya Administrative LLC (as successor in interest to Magnetar Financial LLC), in its capacity as administrative agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the “Administrative Agent”).

**WITNESSETH:**

WHEREAS, Grantors and certain of their affiliates and/or subsidiaries are parties to that certain Security Agreement dated as of May 1, 2006 between each of the Grantors and certain of their affiliates and/or subsidiaries and the Administrative Agent, as amended by that certain First Amendment and Ratification of the Security Agreement dated as of July 21, 2009 (as it may be further amended, restated, supplemented and modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered to the Administrative Agent that certain Trademark Security Agreement dated as of May 1, 2006, as amended and supplemented by that certain First Trademark Supplement to the Trademark Security Agreement dated as of August 4, 2009 (as it may be amended, restated, amended and restated, supplemented and/or otherwise modified to date and from time to time, the “Trademark Security Agreement”) by and between the Grantors and Administrative Agent; and

WHEREAS, this Supplement shall amend and supplement the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

1. **DEFINED TERMS.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or the Trademark Security Agreement, as applicable.
2. **SCHEDULE I TO TRADEMARK SECURITY AGREEMENT.** Schedule I of the Trademark Security Agreement is hereby revised by adding thereto the Trademark Collateral listed on Exhibit A hereto.
3. **RATIFICATION.** Each Grantor hereby ratifies, confirms and approves the Trademark Security Agreement, as amended and supplemented hereby and acknowledges and agrees that the Trademark Security Agreement, as amended and supplemented hereby, is in full force and effect.

4. MISCELLANEOUS.

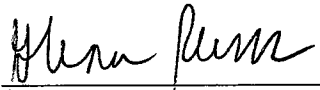
a. Counterparts. This Supplement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Supplement. Delivery of an executed counterpart of this Supplement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Supplement. Any party delivering an executed counterpart of this Supplement by facsimile also shall deliver an original executed counterpart of this Supplement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Supplement. This Supplement shall be deemed to be a Loan Document.

b. Governing Law. This Supplement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any conflict or choice of laws rules or provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, each Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.


**LUXURY OPTICAL HOLDINGS  
(INTERMEDIARY) CO., as a Grantor**

By:   
Name:  
Title:

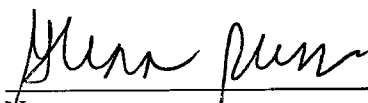
**LUXURY OPTICAL HOLDINGS CO., as a Grantor**

By:   
Name:  
Title:

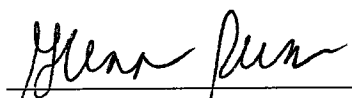
**MORGENTHAL-FREDERICS OPTICIANS, INC.,  
as a Grantor**

By:   
Name:  
Title:

**MORGENTHAL FREDERICS OF BOSTON, INC.,  
as a Grantor**

By:   
Name:  
Title:

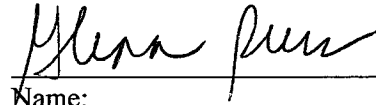
**N. Y. SEE, INC., as a Grantor**

By:   
Name:  
Title:


**MORGENTHAL-FREDERICS OPTICAL STORES,  
INC., as a Grantor**

By:   
Name:  
Title:

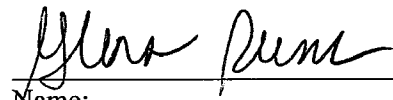
**LUNETTES, LLC, as a Grantor**

By:   
Name:  
Title:

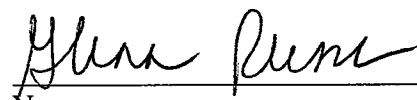
**OPTICAL FASHION CENTER, INC., as a Grantor**

By:   
Name:  
Title:

**MANJACK OPTICS, INC., as a Grantor**

By:   
Name:  
Title:

**OPTICAL DISPENSARY MANAGEMENT, INC.,  
as a Grantor**

By:   
Name:  
Title:

**AGREED AND ACKNOWLEDGED:**

**ATALAYA ADMINISTRATIVE LLC,**  
as Administrative Agent

By: Atalaya Capital Management LP, its Managing Member




By:   
Name: Ivan Q. Zinn  
Title: **Authorized Signatory**

EXHIBIT ATRADEMARK REGISTRATIONS AND APPLICATIONS TO BE ADDED TO  
SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

<u>Mark</u>	<u>Serial No.</u>	<u>Class of Goods / Services</u>	<u>Owner</u>
SCENE	77825902	003 - Eyeglass lens cleaner 018 - shopping bags 035 - providing retail optical store services; namely retail shops featuring sunglasses, eyewear and eyewear accessories	Holdings
◆ DAVANTE ◆	77825359	035 - providing retail optical store services; namely retail shops featuring sunglasses, eyewear and eyewear accessories 042 - providing optician services	Holdings
	77825357	035 - Retail optical store 042 - Retail optical store, optician services	Holdings
OPTICA	77825360	003 - Eyeglass lens cleaner 009 - Eyewear and associated goods, namely, eyeglass frames and lenses, spectacle carrying cases and pouches, and eyeglass lens cleaner cloths 018 - shopping bags 035 - providing retail optical store services; namely retail shops featuring sunglasses, eyewear and eyewear	Holdings



		accessories 042 – providing optician services	
MORGENTHAL FREDERICS	77826153	018 – shopping bags 035 - providing retail optical store services; namely retail shops featuring sunglasses, eyewear and eyewear accessories 042 – providing optician services	Holdings
	77826149	009 - Eyewear and associated goods, namely, eyeglass frames, spectacle carrying cases and pouches, and eyeglass lens cleaner cloths 018 – shopping bags 035 - providing retail optical store services; namely retail shops featuring sunglasses, eyewear and eyewear accessories 042 – providing optician services	Holdings