

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
LUX MASALA LLC		08/02/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	LUXOTTICA NORTH AMERICA DISTRIBUTION LLC
Street Address:	4000 Luxottica Place
City:	Mason
State/Country:	OHIO
Postal Code:	45040
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	3262636	AIR-TECH
Registration Number:	1729065	ALEXANDER BROOKS
Registration Number:	3473726	AUTHENTICS EYEWEAR
Registration Number:	3299129	BELLISSIMA
Registration Number:	2807175	COME AS YOU ARE. LEAVE AS YOU WANT TO BE
Registration Number:	1164148	D.O.C.
Registration Number:	2845880	D.O.C CITY EYES
Registration Number:	1606826	D.O.C EYE WORLD
Registration Number:	1921745	D.O.C. SEXY SPECS
Registration Number:	1257977	
Registration Number:	2528567	DNA
Registration Number:	1698521	DOC SPORT VISION
Registration Number:	3299219	DVIATIONS
Registration Number:	2851135	E-PEARLE

CH \$1465.00 3262636

900144828

**TRADEMARK
 REEL: 004074 FRAME: 0945**

Registration Number:	3065504	ESSENTIAL EYEWEAR
Registration Number:	1578801	EYE BUYS
Registration Number:	1753036	EYE-CLUB
Registration Number:	1896026	FMF FIELDS & MADISON
Registration Number:	2310050	FLEXIBLES
Registration Number:	3153079	FLEXIBLES
Registration Number:	3547686	I HAVE SEEN
Registration Number:	3532647	INVIEW
Registration Number:	1969891	JACLYN PAIGE
Registration Number:	1912314	KIDSAFE
Registration Number:	3206884	KIWI
Registration Number:	1932037	MICROTHIN
Registration Number:	1910725	NITE BREAKER
Registration Number:	2330661	NOBODY CARES FOR EYES MORE THAN PEARLE
Registration Number:	2860951	NORMA G.
Registration Number:	1228785	PEARLE
Registration Number:	1634558	PEARLE EXPRESS
Registration Number:	1634577	PEARLE EYE+TECH EXPRESS
Registration Number:	2349286	PEARLE VISION
Registration Number:	1633854	PEARLE VISION CENTER
Registration Number:	1538542	PEARLE VISION CENTER
Registration Number:	1622998	PEARLE VISION EXPRESS
Registration Number:	1603022	PEARLE VISION EXPRESS
Registration Number:	3492222	PEARLE VISION
Registration Number:	3492219	PEARLE VISION
Registration Number:	3606717	PEARLETHIN
Registration Number:	3336740	PEARLEVIEWS
Registration Number:	3265912	PERSPECTIVES
Registration Number:	2753669	SEE THE CURE
Registration Number:	1921746	SEXY SPECS
Registration Number:	1709524	SPORT VISION
Registration Number:	2387663	SUNFOILS
Registration Number:	1419583	SUPERLENS
Registration Number:	3214243	SUTTON EYEWEAR
Registration Number:	2846855	TAO

Registration Number:	1978877	TATTOO
Registration Number:	1803525	THE DIFFERENCE IS CLEAR
Registration Number:	3030376	THORNTON & BANKS
Registration Number:	3544425	WE WANT YOU TO SEE MORE
Registration Number:	2322364	WEBSIGHT
Serial Number:	77691913	CLEARLY DIFFERENT
Serial Number:	77224713	EASYVIEW
Serial Number:	77530469	INTELETINT
Serial Number:	77691919	PEARLE VISION

CORRESPONDENCE DATA

Fax Number: (513)492-6390
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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:	A/M: LUX MAS TO LNAD
NAME OF SUBMITTER:	Tani L. Thomas
Signature:	/Tani L. Thomas/
Date:	10/07/2009

Total Attachments: 6
source=IP Assign.(Pearle IP) LUX Masala to LNAD#page1.tif
source=IP Assign.(Pearle IP) LUX Masala to LNAD#page2.tif
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") by and between Lux MASALA LLC, a Delaware limited liability company, 4000 Luxottica Place, Mason, Ohio 45040 ("Assignor") and Luxottica North America Distribution LLC, a Delaware limited liability company, with a principal place of business at 4000 Luxottica Place, Mason, Ohio 45040 ("Assignee") is effective as of August 2, 2009 at 12:45 am ET (the "Effective Time").

WHEREAS, at the Effective Time, which shall be between the merger of Pearle Vision, Inc. with and into Assignor (the "First Merger") and prior to Assignor being merged with and into LensCrafters, Inc. (the "Second Merger"), and subject to the consummation of the First Merger, Assignor desires to transfer, assign and convey to Assignee and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to all of the Intellectual Property (as hereinafter defined) owned by Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that:

1. Assignment. At the Effective Time and subject to the consummation of the First Merger, Assignor transfers, assigns and conveys and delivers to Assignee and Assignee accepts all of its right, title and interest in and to the Intellectual Property, and any and all rights, claims and causes of action held by or inuring to the benefit of Assignor in respect thereof.
2. Definition of Intellectual Property. For purposes of this Assignment, "Intellectual Property" shall mean all of Assignor's:
 - (i) trademarks, service marks, trade dress, trade names, logos and corporate names and registrations and applications for registration thereof together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith, including without limitation, those trademarks, service marks, trade names, logos and corporate names related to Pearle Vision, including without limitation, those listed and described on Schedule A hereto;
 - (ii) Internet Domain names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith and all registrations and renewals in connection therewith, including without limitation, those internet domain names related to Pearle Vision, including without limitation, those listed and described on Schedule B hereto;
 - (iii) patents, patent applications, patent disclosures and inventions related to Pearle Vision;
 - (iv) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof related to Pearle Vision;
 - (v) trade secrets and other confidential information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, and copyrightable works and similar information related to Pearle Vision; and

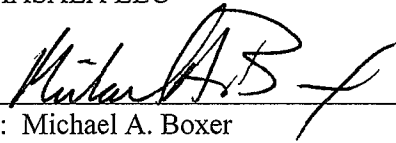
- (vi) copies and tangible embodiments thereof (in whatever form or medium) related to Pearle Vision.
3. Further Assurances. Each party to this Assignment agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments, agreements and documents, and to do all such other acts and things, as may be required by law or as may be necessary or advisable to carry out the intent and purposes of this Assignment.
 4. Intended Treatment. To the fullest extent permitted by applicable law, each of the parties to this Agreement agrees that the transactions contemplated herein shall be treated as though property is transferred from the original owner to the ultimate owner through any intermediary entities (i.e. as contributions to capital).
 5. Governing Laws. This Assignment shall be construed and interpreted according to the laws of the State of Delaware, applicable to contracts to be wholly performed within the State of Delaware, except to the extent that the intellectual property rights in the Intellectual Property are governed by United States federal or state law or by the rules and regulations of Canada, as applicable.
 6. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Assignment.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the Effective Time in accordance with the terms hereof.

ASSIGNOR

Lux MASALA LLC

By: 
Name: Michael A. Boxer
Title: President

ASSIGNEE

Luxottica North America Distribution LLC

By: _____
Name: Kerry Bradley
Title: President, Luxottica Retail North America

By: _____
Name: Jack S. Dennis
Title: Chief Financial and Administrative Officer

[Signature Page to Intellectual Property Assignment]

ACKNOWLEDGMENTS

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this 31ST day of July 2009, before me came Michael A. Boxer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the President of Lux MASALA LLC 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)

Tricia Dhanraj
Notary's Signature

TRICIA DHANRAJ
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01DH6172344
Qualified in Nassau County
Commission Expires 8/6/2011

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ___ day of July 2009, before me came Kerry Bradley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the President, Luxottica Retail North America of Luxottica North America Distribution LLC 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)

Notary's Signature

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ___ day of July, 2009, before me came Jack S. Dennis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Chief Financial and Administrative Officer of Luxottica North America Distribution LLC 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)

Notary's Signature

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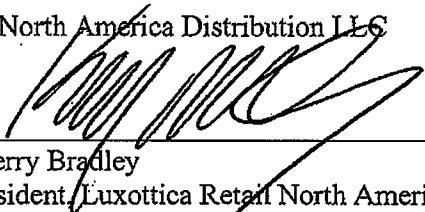
ASSIGNOR


Lux MASALA LLC

By: _____
Name: Michael A. Boxer
Title: President

ASSIGNEE

Luxottica North America Distribution LLC

By:  _____
Name: Kerry Bradley
Title: President, Luxottica Retail North America

By:  _____
Name: Jack S. Dennis
Title: Chief Financial and Administrative Officer

[Signature Page to Intellectual Property Assignment]

ACKNOWLEDGMENTS

STATE OF _____)
) ss.:
COUNTY OF _____)

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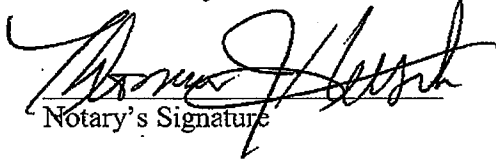
WITNESS my hand and official seal. (SEAL)

Notary's Signature

STATE OF Ohio)
) ss.:
COUNTY OF Warren)

On this 31st day of July 2009, before me came Kerry Bradley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the President, Luxottica Retail North America of Luxottica North America Distribution LLC 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)


Notary's Signature

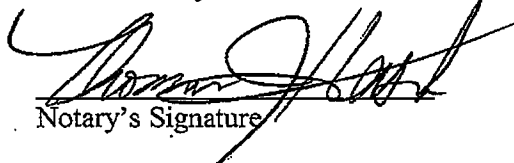


THOMAS J. HERSCH
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

STATE OF Ohio)
) ss.:
COUNTY OF Warren)

On this 31st day of July, 2009, before me came Jack S. Dennis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Chief Financial and Administrative Officer of Luxottica North America Distribution LLC 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)


Notary's Signature



THOMAS J. HERSCH
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.