

# 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: 1			
Property Type	Number	Word Mark	
Registration Number:	2860849	SHARED SIGHT	
CORRESPONDENCE DATA			
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:	-0372, LUXM-LNAD MGR		
NAME OF SUBMITTER:	Tani L. Thomas		
Signature:	/Tani L. Thomas/		
Date:	10/14/2009		

CH \$40.00 2860849

900145289

**TRADEMARK**  
 REEL: 004078 FRAME: 0204

**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

source=IP Assign.(Pearle IP) LUX Masala to LNAD#page3.tif

source=IP Assign.(Pearle IP) LUX Masala to LNAD#page4.tif

source=IP Assign.(Pearle IP) LUX Masala to LNAD#page5.tif

source=IP Assign.(Pearle IP) LUX Masala to LNAD#page6.tif

**TRADEMARK**

**REEL: 004078 FRAME: 0205**

## 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

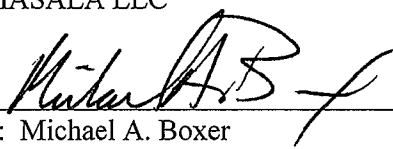
- (vi) copies and tangible embodiments thereof (in whatever form or medium) related to Pearle Vision.
3. Further Assurances. Each party to this Assignment agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments, agreements and documents, and to do all 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.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

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 31<sup>ST</sup> 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

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**

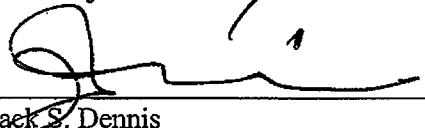
Lux MASALA LLC

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 \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ 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.

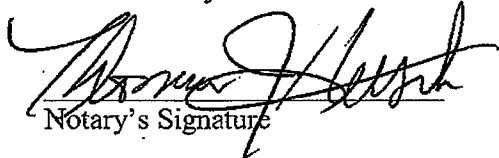
WITNESS my hand and official seal. (SEAL)

\_\_\_\_\_  
Notary's Signature

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

On this 31<sup>st</sup> 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

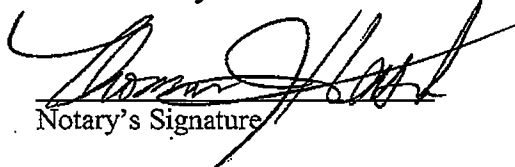


THOMAS J. HERSCH  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 R.C.

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

On this 31<sup>st</sup> 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.