

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corinne McCormack, Inc.		11/25/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	303 Peachtree Street		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3600445	EYE BAR	
Registration Number:	3063781	CORINNE MCCORMACK NEW YORK	
Registration Number:	3070722	CORINNE MCCORMACK	
Registration Number:	1873688		
Serial Number:	78908129	EYE BAR	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-572-2533		
Email:	jbalcita@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	Jeffrey P. Balcita		
Address Line 2:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	52990.015830		

CH \$140.00 3600445

900148970

TRADEMARK
REEL: 004106 FRAME: 0631

NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/Jeffrey P. Balcita/
Date:	12/02/2009
Total Attachments: 6 source=03 - Trademark Security Agreement - FGX (Corinne McCormack - 11-25-09) (5)#page1.tif source=03 - Trademark Security Agreement - FGX (Corinne McCormack - 11-25-09) (5)#page2.tif source=03 - Trademark Security Agreement - FGX (Corinne McCormack - 11-25-09) (5)#page3.tif source=03 - Trademark Security Agreement - FGX (Corinne McCormack - 11-25-09) (5)#page4.tif source=03 - Trademark Security Agreement - FGX (Corinne McCormack - 11-25-09) (5)#page5.tif source=03 - Trademark Security Agreement - FGX (Corinne McCormack - 11-25-09) (5)#page6.tif	

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 25, 2009, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of December 19, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among FGX International Inc., a Delaware corporation (the "Borrower"), FGX International Holdings Limited, FGX International Limited, the lenders from time to time parties thereto, and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to that certain Guaranty and Security Agreement, dated as of December 19, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to continue to make their respective extensions of credit under the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

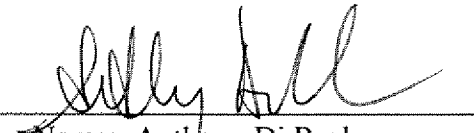
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

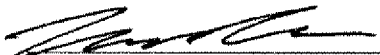
CORINNE MCCORMACK, INC.
as Grantor

By: 
Name: Anthony Di Paola
Title: EVP, CFO and Treasurer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: 
Name: Michael Vegh
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

TRADEMARK	CLASS	REG./APP. NO. & DATE	OWNER	STATUS/NEXT DEADLINE
Eye Bar	35	78908129 / 6/14/2006	Corinne McCormack, Inc.	A request for the fourth extension of time to file a statement of use has been granted.
Eye Bar	35	3600445 / 3/31/2009	Corinne McCormack, Inc.	Registered.
Corinne McCormack New York	9	3063781 / 2/28/2006	Corinne McCormack, Inc.	Registered.
Corinne McCormack	9	3070722 / 3/21/2006	Corinne McCormack, Inc.	Registered.
Eyeglass Design Mark	9	1873688 / 1/17/1995	Corinne McCormack, Inc.	This registration has been renewed.

Foreign Trademarks

TRADEMARK	COUNTRY	REGISTRATION/SERIAL NUMBER	DATE OF REGISTRATION	OWNER
Corinne McCormack Eyeglass Design	Hong Kong	B06389	6/25/1998	Corinne McCormack, Inc.
Corinne McCormack Eyeglass Design	Japan	4194523	10/02/1998	Corinne McCormack, Inc.
Corinne McCormack Eyeglass Design.	United Kingdom	2114730	11/5/1996	Corinne McCormack, Inc.