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
Silhouette Optical, Ltd.		10/26/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silhouette International Schmied AG	
Street Address:	EllbognerstraBe 24 A-4021	
City:	Linz	
State/Country:	AUSTRIA	
Entity Type:	CORPORATION: AUSTRIA	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3082902	PRECISION SUNWEAR SOLUTIONS
Registration Number:	3089690	SUPPORT YOUR VISION

CORRESPONDENCE DATA

Fax Number: (212)210-9444

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-210-9400
Email: ipnyc@alston.com
Correspondent Name: Alston & Bird LLP
Address Line 1: 90 Park Avenue

Address Line 2: Attention: Linda Marie Sanchez

Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER: 218768

DOMESTIC REPRESENTATIVE

Name: Alston & Bird LLP
Address Line 1: 90 Park Avenue

Address Line 2: Attn: Stephanie Denkowicz, Esq.

TRADEMARK 900149016 REEL: 004107 FRAME: 0102 3082902

CH \$65.00

Address Line 4: New York, NEW YORK 10016		
NAME OF SUBMITTER:	Linda Marie Sanchez	
Signature:	/lms/	
Date:	12/03/2009	
Total Attachments: 3 source=Grant of Security Interest_1#page1.tif source=Grant of Security Interest_1#page2.tif source=Grant of Security Interest_1#page3.tif		

TRADEMARK
REEL: 004107 FRAME: 0103

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of October <u>2</u>, 2009, is executed by **SILHOUETTE OPTICAL**, **LTD**, a Delaware corporation located at 260 Cannon Street, Green Island, New York 12183 (hereinafter "<u>Debtor</u>"), in favor of **SILHOUETTE INTERNATIONAL SCHMIED AG**, an Austrian corporation (hereinafter "<u>Secured Party</u>").

For good and valuable consideration, Debtor does hereby agrees as follows:

- A. Debtor has granted a security interest to Secured Party in certain assets of Debtor to secure Debtor's obligations pursuant to a Security Agreement dated as of 2009 between Debtor and Secured Party (the "Agreement").
- B. Debtor has adopted, used and is using the trademarks, more particularly described on <u>Schedule 1</u> annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "<u>Trademarks</u>");
- C. <u>Schedule 1</u> constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with the provisions of Section 11 of the Agreement, of any addition or change which is necessary to be made to <u>Schedule 1</u> order to maintain such schedule completeness or accuracy.
- D. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;
- E. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement.

Secured Party's address is

SILHOUETTE INTERNATIONAL SCHMIED AG Ellbognerstraße 24 A-4021, Linz, Austria

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 004107 FRAME: 0104

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

SILHOUETTE OPTICAL, LID					
Ву:	h. Khh.				
Name:	W. Hy BER				
Title:	V. P.				

SCHEDULE 1

Trademark	U.S. Registration No.	
PRECISION SUNWEAR SOLUTIONS	3,082,902	
SUPPORT YOUR VISION	3,089,690	