

**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                         |
|---------------------|----------|----------------|-------------------------------------|
| I-COAT COMPANY, LLC |          | 02/01/2011     | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

|                 |                         |
|-----------------|-------------------------|
| Name:           | BANK OF THE WEST        |
| Street Address: | 2527 Camino Ramon       |
| City:           | San Ramon               |
| State/Country:  | CALIFORNIA              |
| Postal Code:    | 93483                   |
| Entity Type:    | CORPORATION: CALIFORNIA |

**PROPERTY NUMBERS Total: 7**

| Property Type        | Number   | Word Mark             |
|----------------------|----------|-----------------------|
| Registration Number: | 3315606  | VIVIX                 |
| Registration Number: | 3041114  | VIVIX ICE             |
| Registration Number: | 3049822  | VIVIX STAINLESS       |
| Serial Number:       | 77029931 | ICE                   |
| Serial Number:       | 77029944 | STAINLESS             |
| Registration Number: | 3315612  | MAKING LENSES BETTER. |
| Registration Number: | 3315613  | I COAT                |

**CORRESPONDENCE DATA**

Fax Number: (650)833-2001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 650-833-2247  
 Email: charlotte.fu@dlapiper.com  
 Correspondent Name: Charlotte X. Fu  
 Address Line 1: DLA Piper LLP (US)

CH \$190.00 3315606

Address Line 2: 2000 University Avenue  
Address Line 4: East Palo Alto, CALIFORNIA 94303

|                         |                     |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 338989-26           |
| NAME OF SUBMITTER:      | Charlotte X. Fu     |
| Signature:              | /s/ Charlotte X. Fu |
| Date:                   | 02/02/2011          |

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 1, 2011 (the "Agreement"), between BANK OF THE WEST ("Lender") and I-COAT COMPANY, LLC, a Delaware limited liability company ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of the date hereof, by and between Grantor and Lender (as amended from time to time, the "Loan Agreement"). Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**I-COAT COMPANY, LLC**

By: 

Title: PRESIDENT & CEO

**LENDER:**

**BANK OF THE WEST**

By: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

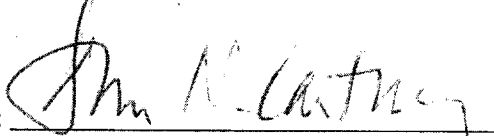
**I-COAT COMPANY, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**LENDER:**

**BANK OF THE WEST**

By:  \_\_\_\_\_

Title: Vice President

**EXHIBIT A  
COPYRIGHTS**

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

**EXHIBIT B  
TRADEMARKS**

| Description          | Registration/<br>Application<br>Number | Registration/<br>Application<br>Date |
|----------------------|--|--------------------------------------|
| Vivix                | 3,315,606                              | October 23, 2007                     |
| Vivix Ice            | 3,041,114                              | January 10, 2006                     |
| Vivix Stainless      | 3,049,822                              | January 24, 2006                     |
| Ice                  | 77/029,931                             | October 26, 2006                     |
| Stainless            | 77/029,944                             | October 26, 2006                     |
| Making Lenses Better | 3,315,612                              | October 23, 2007                     |
| I coat (logo)        | 3,315,613                              | October 23, 2007                     |



**EXHIBIT C  
PATENTS**

| Description                                    | Registration/Application<br>Number | Registration/<br>Application<br>Date |
|--|------------------------------------|--------------------------------------|
| Lens Holders for Use in Lens Coating Processes | 12755413                           | April 6, 2010                        |
| Lens Processes Incorporating Job Bags          | 12768537                           | April 27, 2010                       |
| Mixed-Use Three-Dimensional Eyewear            | 61381828                           | September 10, 2010                   |