

07/21/2011

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 8/3)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103629408

To the Director of the U. S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

3-30-11

1. Name of conveying party(ies):
LUXURY OPTICAL HOLDINGS CO.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: DELAWARE
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached?

Name: PNC BANK NATIONAL ASSOCIATION
 Internal Address: COMMERCIAL LOAN SERVICE CENTER/DOC
 Street Address: 500 FIRST AVENUE
 City: PITTSBURGH
 State: PA
 Country: USA Zip: 15219

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other National Association Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s):
 Execution Date(s) 3-25-11

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) SEE SCHEDULE 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CT LIEN SOLUTIONS
 Internal Address: _____
 Street Address: 187 WOLF ROAD, SUITE 101
 City: ALBANY
 State: NY Zip: 12205
 Phone Number: 800/342-3676
 Fax Number: 800/862-7049
 Email Address: cls-clsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 2.8(b)(5) & 3.41) \$ 240-

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
 Expiration Date 10/12

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: _____ Date: March 30, 2011


Jodie Grimes, Esq.
 Signature
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7


Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

OP \$240.00 7891466

Attachment to Schedule 1 to Trademark Security Agreement

Mark	Serial No.	Class of Goods / Services
DAVANTE	78914663	035 - Retail shops featuring eyewear; Retail stores featuring eyewear
SCENE	77825902	003 - Eyeglass lens cleaner 018 - shopping bags 035 - providing retail optical store services; namely retail shops featuring sunglasses, eyewear and eyewear accessories
◆ DAVANTE ◆	77825359	035 - providing retail optical store services; namely retail shops featuring sunglasses, eyewear and eyewear accessories 042 - providing optician services
	77825357	035 - Retail optical store 042 - Retail optical store, optician services
OPTIKA	77825360	003 - Eyeglass lens cleaner 009 - Eyewear and associated goods, namely, eyeglass frames and lenses, spectacle carrying cases and pouches, and eyeglass lens cleaner cloths 018 - shopping bags 035 - providing retail optical store services; namely retail shops featuring sunglasses, eyewear and eyewear

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		accessories 042 - providing optician services
MORGENTHAL FREDERICS	77826153	018 - shopping bags 035 - providing retail optical store services; namely retail shops featuring sunglasses, eyewear and eyewear accessories 042 - providing optician services
	77826149	009 - Eyewear and associated goods, namely, eyeglass frames, spectacle carrying cases and pouches, and eyeglass lens cleaner cloths 018 - shopping bags 035 - providing retail optical store services; namely retail shops featuring sunglasses, eyewear and eyewear accessories 042 - providing optician services
MORGENTHAL FREDERICS	76588764	009 - eye glasses, eye glass frames, eye glass cases
<i>all Courant</i>	74481336	042 - ophthalmological and retail store services in the field of optical goods

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 25th day of March, 2011, between the Grantor signatory hereto ("Grantor") and PNC BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") by and among Grantor, as Borrower (together with the other Borrowers listed thereto, "Borrowers"), the financial institutions party thereto from time to time (collectively, "Lenders") and Agent, Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of Lenders, as security for the Obligations, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, licenses, service marks, trade names, and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including, without limitation, those registered trademarks and applications for such registration referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Notwithstanding the foregoing, the Trademark Collateral shall not include, and Grantor shall be deemed not to have granted a security interest in, such items excluded from the Collateral, as specified in the Credit Agreement.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be

owed by Grantor, to Agent, Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks to the extent they constitute Collateral, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5 or the Credit Agreement, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new registered Trademarks or applications for registration of Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, 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.

GRANTOR:

LUXURY OPTICAL HOLDINGS CO.,
a Delaware corporation

By: 

Name:

Title:

BEEBIE
SECRETARY

ACCEPTED AND
ACKNOWLEDGED BY:


PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 


Name: Robin Arriola

Title: Senior Vice President

Attachment to Schedule J to Trademark Security Agreement

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