

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		12/03/2013	UNINC. ASSOCIATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Viva Optique, Inc.
Street Address:	3140 Route 22 West
City:	Somerville
State/Country:	NEW JERSEY
Postal Code:	08876
Entity Type:	CORPORATION: NEW JERSEY

Name:	Viva IP Corp.
Street Address:	3140 Route 22 West
City:	Somerville
State/Country:	NEW JERSEY
Postal Code:	08876
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3724952	MAGIC CLIP
Registration Number:	3146965	MAGIC TWIST
Registration Number:	3410745	CAYLA & CO
Registration Number:	3374247	CLIP 1 ON
Registration Number:	3410739	DO YOU HAVE A SCREW LOOSE AGAIN?
Registration Number:	3486378	GAME POINT
Registration Number:	3374234	HAVANA COLLECTION
Registration Number:	1734451	SAVVY

CH \$365.00 3724952

Registration Number:	1522493	SAVVY EYES
Registration Number:	3374232	TUCKER EST. 1952
Registration Number:	3386785	VERONICA TAYLOR
Registration Number:	3403457	VISION LOCK
Registration Number:	1741022	VIVA
Registration Number:	3353916	V-LOCK

CORRESPONDENCE DATA

Fax Number: 7038367419
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 22313-1404
Email: bryce.maynard@bipc.com
Correspondent Name: Bryce J. Maynard
Address Line 1: P.O. Box 1404
Address Line 4: Alexandria, VIRGINIA 22313-1404

ATTORNEY DOCKET NUMBER:	0051861-000010
NAME OF SUBMITTER:	Bryce J. Maynard
Signature:	/Bryce J. Maynard/
Date:	12/03/2013

Total Attachments: 6
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**TERMINATION AND RELEASE OF
SECURITY INTERESTS IN TRADEMARKS AND PATENTS**

This Termination and Release of Security Interests in Trademarks and Patents (the "Termination and Release") is granted as of December 3, 2013, from PNC Bank, National Association as administrative agent (the "Administrative Agent") for the banks and other financial institutions that are parties to a First Amended and Restated Credit Agreement (as amended, modified, supplemented or restated from time to time, the "Credit Agreement"), to Viva Optique, Inc. and Viva IP Corp. (hereinafter collectively referred to as the "Viva Companies").

WITNESSETH:

WHEREAS, pursuant to the First Amended and Restated and Patent, Trademark and Copyright Security Agreement dated June 24, 2011 (the "Security Agreement"), made by the Viva Companies and several other companies in favor of the Administrative Agent, the Viva Companies granted security interests (the "Security Interests") to the Administrative Agent in certain Trademarks and Patents (as hereinafter defined); and

WHEREAS, the First Amended and Restated Notice of Security Interest – U.S. Trademarks, memorializing the Security Interests in the Trademarks, was recorded in the United States Patent and Trademark Office on September 14, 2011, at Reel 4625, Frame 0888; and

WHEREAS, the First Amended and Restated Notice of Security Interest – U.S. Patents, memorializing the Security Interests in the Patents, was recorded in the United States Patent and Trademark office on July 25, 2011, at Reel 026645, Frame 0218; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interests in the Trademarks and Patents owned by the Viva Companies;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. Trademarks: The term "Trademarks," as used herein, shall mean all of the Viva Companies' (i) trademark and service mark registrations and applications in the United States, including, without limitation, all of the registrations listed in Schedule A; (ii) all renewals of said trademark and service mark registrations and applications, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, the right to use for past, present and future infringements thereof, and all rights corresponding thereto throughout the world; and (iii) all goodwill associated with the above-identified trademark and service mark registrations and applications.

2. Patents: The term "Patents," as used herein, shall mean all of the Viva Companies' (i) letters of patent of the United States and all foreign jurisdictions, including, without limitation, all of the letters of patent listed in Schedule B; (ii) applications for letters patent of the United States and all foreign jurisdictions, including, without limitation, all of the applications for letters of patent listed in Schedule B and any letters of patent resulting therefrom; and (iii) rights to obtain any reissues, extensions divisions, continuations, and continuation in part of the aforementioned letters of patent and applications for letters of patent, the right to sue for past, present, and future infringements thereof, all income, royalties, damages, and payments now and hereafter due and/or payable under with respect thereto, and all rights corresponding thereto throughout the world.

3. Release of Security Interests: The Administrative Agent hereby terminates, releases and discharges its Security Interests in the Trademarks and the Patents, and any right, title or interest of the Administrative Agent in such Trademarks and Patents shall hereby immediately cease and become void.

4. Authorization: The Administrative Agent hereby authorizes and directs the Commissioner of the United States Patent and Trademark Office, as well as the intellectual property offices of any other jurisdictions where the Trademarks or Patents are registered, to release the above-referenced Security Interests.

5. Further Assurances: At the request and sole expense of the Viva Companies, the Administrative Agent shall execute and deliver to the Viva Companies any such additional documents as the Viva Companies may reasonably request to evidence the termination and release of the Security Interests.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION
(as Administrative Agent)

By: Mark A. Disco

Name: Mark Disco

Title: Senior Vice President

Date: December 3, 2013

SCHEDULE A

TRADEMARKS

Owner	Trademark	Registration Date	Registration No.
Viva IP Corp.	MAGIC CLIP	December 15, 2009	3,724,952
Viva IP Corp.	MAGIC TWIST	September 19, 2006	3,146,965
Viva Optique, Inc.	CAYLA & CO	April 8, 2008	3,410,745
Viva Optique, Inc.	CLIP 1 ON	January 22, 2008	3,374,247
Viva Optique, Inc.	DO YOU HAVE A SCREW LOOSE AGAIN?	April 8, 2008	3,410,739
Viva Optique, Inc.	GAME POINT	August 12, 2008	3,486,378
Viva Optique, Inc.	HAVANA COLLECTION	January 22, 2008	3,374,234
Viva Optique, Inc.	SAVVY	November 24, 1992	1,734,451
Viva Optique, Inc.	SAVVY EYES	January 31, 1989	1,522,493
Viva Optique, Inc.	TUCKER EST. 1952	January 22, 2008	3,374,232
Viva Optique, Inc.	VERONICA TAYLOR	January 19, 2008	3,386,785
Viva Optique, Inc.	VISION LOCK	March 25, 2008	3,403,457
Viva Optique, Inc.	VIVA	December 22, 1992	1,741,022
Viva Optique, Inc.	V-LOCK	December 11, 2007	3,353,916

SCHEDULE B

U.S. PATENTS

Owner	Description	Issue Date	Patent No.
Viva IP Corp.	Magnetic flappable shelter frame kit for glasses	5/02/06	7,036,926

FOREIGN PATENT REGISTRATIONS

OWNER	COUNTRY	DESCRIPTION	REG. DATE	REG. NO.
Viva IP Corp.	Australia	Interlockable magnetic shelter frame for spectacle frame	N/A	767,932
Viva IP Corp.	Australia	Interlockable magnetic shelter frame for spectacle frame	N/A	2004200780
Viva IP Corp.	New Zealand	Interlockable magnetic shelter frame for spectacle frame	N/A	519384

FOREIGN PATENT APPLICATIONS

OWNER	COUNTRY	DESCRIPTION	APP. DATE	APP. NO.
Viva IP Corp.	Canada	Interlockable magnetic shelter frame for spectacle frame	N/A	2,393,409
Viva IP Corp.	Canada	Magnetic shelter frame for glasses	N/A	2,383,450
Viva IP Corp.	Czech Republic	Interlockable magnetic shelter frame for spectacle frame	N/A	PV 2002-2288

OWNER	COUNTRY	DESCRIPTION	APP. DATE	APP. NO.
Viva IP Corp.	Europe	Interlockable magnetic shelter frame for spectacle frame	N/A	00962001.4
Viva IP Corp.	Israel	Interlockable magnetic shelter frame for spectacle frame	N/A	149982
Viva IP Corp.	Japan	Interlockable magnetic shelter frame for spectacle frame	N/A	524,256/2001
Viva IP Corp.	Mexico	Interlockable magnetic shelter frame for spectacle frame	N/A	2002-005544
Viva IP Corp.	Poland	Interlockable magnetic shelter frame for spectacle frame	N/A	356103
Viva IP Corp.	Slovakia	Interlockable magnetic shelter frame for spectacle frame	N/A	789-2002
Viva Optique, Inc.	Europe	Claims priority to provisional application no. 60/902,609	2/19/08	N/A
Viva Optique, Inc.	Taiwan	Claims priority to provisional application no. 90/902.609	2/19/08	097105793