05-21-1998

RECORD SHEET

MRO 5-1-98

100717048

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BTM Capital Corporation

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation – State of Delaware
☐ Other:

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Street Address: Two Tower Center, 8th Floor

City: East Brunswick State: NJ Zip: 08816

☐ Individual(s)
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation – State of
☒ Other: a national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a different document from assignments)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
The attached document transfers the security agreement dated 7/30/96 to PNC Bank

Execution Date: April 15, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

TRADEMARK MAILROOM REC'D MAY 1 1998 US PATENT & TRADEMARK OFFICE 70

B. Registration No.(s)

1,414,834; 1,149,925; 1,399,650; 942,743; 641,457; 960,662; 1,117,164; 1,311,184; 1,360,288; 695,636; 657,116; 1,512,453; 1,512,454; 1,513,420; 1,513,421; 1,513,422; 1,515,205; 1,517,865; 1,578,716; 1,589,807; 1,709,321; 1,238,231; 1,674,821; 1,906,385; 1,946,018; 1,887,835; 1,868,852; 1,934,438; 1,973,401

Additional numbers attached? ☐ Yes ☒ No

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

Name: Chris Wilson

Internal Address:

Street Address: Arnold & Porter

555 Twelfth Street N.W.

City: Washington State: DC ZIP: 20004-1202

6. Total number of applications and patents involved: 29

7. Total fee (37 CFR 3.41).....$ 740.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

01-2510

(Attach duplicate copy of this page if paying by deposit account)

05/21/1998 SSMITH 00000016 012510 1414834

01 FC:481 40.00 CH
02 FC:482 700.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Susan E. Hendrickson, Esq. — Name of Person Signing

Susan E. Hendrickson — Signature

April 27, 1998 — Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT AND ACCEPTANCE

Reference is made to the Notice of Collateral Assignment of Trademarks (the "Collateral Assignment") made as of July 30, 1996, by Riviera Trading Inc., a Delaware corporation and BTM Capital Corporation, a Delaware corporation (the "Assignor") and recorded in the U.S. Patent and Trademark Office at Reel 1536, Frame 0953. Capitalized terms used by not defined herein shall have the meanings assigned to such terms in the Collateral Assignment.

The Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and PNC Bank, National Association, a national banking association (the "Assignee") hereby agree as follows:

1. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases from the Assignor and assumes, all of the Assignor's rights and obligations under the Collateral Assignment as of the Effective Date (as defined below) including all right, title and interest in and to the Trademark Collateral (including the trademarks listed on Exhibit A and the goodwill associated therewith) acquired under the Collateral Assignment.

2. The Assignee and Assignor agree that the liability of each of them under this Assignment and Acceptance and any other agreement, document, certificate or instrument delivered by either, or under any law applicable to the Collateral Assignment or the assignment thereof, shall be limited as provided in Article IX of the Purchase Agreement entered into as of March 17, 1998, between Assignor and Assignee.

3. The effective date of this Assignment and Acceptance shall be April 15, 1998 (the "Effective Date").

4. This Assignment and Acceptance shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

5. This Assignment and Acceptance may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one instrument.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Acceptance to be executed and delivered as of the date first above written.

BTM CAPITAL CORPORATION,
Assignor

By: _____
Name: Michael W. Lieber
Title: Executive Vice President

PNC BANK, NATIONAL ASSOCIATION,
Assignee

By: _____
Name: LASZLO HAJDU-NEMETH
Title: SENIOR VICE PRESIDENT

TRADEMARK
REEL: 1728 FRAME: 0253

COMMONWEALTH OF)
MASSACHUSETTS) ss.
COUNTY OF SUFFOLK)

On this 14th day of April, 1998, before me personally appeared Michael W. Lieber to me known, who, being by me duly sworn, declared that he is the Executive Vice Presiden of BTM Capital Corporation, the corporation described in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.

Notary Public

My commission expires: 7/20/2001

COMMONWEALTH OF)
MASSACHUSETTS) ss.
COUNTY OF SUFFOLK)

On this 14 day of April, 1998, before me personally appeared LASZLO HAJDU-NEMETH to me known, who, being by me duly sworn, declared that he is a SENIOR VICE PRESIDENT of PNC Bank, National Association, the corporation described in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.

Notary Public

My commission expires. 02/08/03

EXHIBIT A

MARK	REGISTRATION DATE	REGISTRATION NO.
HOT SPECS	10/28/85	1,414,834
ROMAN CASCADE	03/31/81	1,149,925
HAIR TREASURES	07/01/86	1,399,650
MONTE CARLO	09/12/72	942,743
RIVIERA	02/12/57	641,457
JUST FOR HAIR (STYLIZED)	06/05/73	960,662 (Supp. Reg.)
RAPIDE-O-MATIC 6X	05/01/79	1,117,164
LE CLIP BY RIVIERA	12/25/84	1,311,184
SOLAR-TECH 100	09/17/85	1,360,288
MADE IN FRANCE BY RIVIERA	04/05/60	695,636
RIVIERA	01/14/58	657,116
EYECLASS	11/15/88	1,512,453
EYEPROFILE	11/15/88	1,512,454
EYEWEAR FOR EVERY WEAR	11/22/88	1,513,420
EYE ENERGY	11/22/88	1,513,421
EYETEMPO	11/22/88	1,513,422
EYESOCIETY	12/06/88	1,515,205
R (STYLIZED)	12/27/88	1,517,865
SOLAR TECH DRIVERS	01/23/90	1,578,716
MOCKBA	04/03/90	1,589,807
EYE DROPS	08/16/92	1,709,321
YOUNG WORLD	05/17/83	1,238,231
SUN & SKI	02/11/92	1,674,821
RIVIERA CLASSIX	07/18/95	1,906,385
RIVIERA OPTIX	01/02/96	1,946,018
NATIONAL SUNGLASS LEAGUE & DESIGN	04/04/95	1,887,835
DAILY SPECTACLES	12/20/94	1,868,852
BRUSH-CLIP	11/07/95	1,934,438
BE A DESIGNER	07/12/94	SN 74/548,445 RN 1,973,401