

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAGNETAR FINANCIAL LLC		07/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ATALAYA ADMINISTRATIVE LLC		
Street Address:	c/o Atalaya Capital Management, 39 Broad Street		
Internal Address:	Suite 209		
City:	Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29401		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1717772	MAX & CO.	
Registration Number:	2964808	MORGENTHAL FREDERICS	
CORRESPONDENCE DATA			
Fax Number:	(617)856-8201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	Mark S. Leonardo		
Address Line 1:	One Financial Center		
Address Line 2:	Brown Rudnick LLP		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	28381/1		
NAME OF SUBMITTER:	Mark S. Leonardo		

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**TRADEMARK
 REEL: 004038 FRAME: 0723**

Signature:	/Mark S. Leonardo/
Date:	08/06/2009
Total Attachments: 6 source=DOCS_B-#1672822-v1-Assignment_and_Assumption_Agreement#page1.tif source=DOCS_B-#1672822-v1-Assignment_and_Assumption_Agreement#page2.tif source=DOCS_B-#1672822-v1-Assignment_and_Assumption_Agreement#page3.tif source=DOCS_B-#1672822-v1-Assignment_and_Assumption_Agreement#page4.tif source=DOCS_B-#1672822-v1-Assignment_and_Assumption_Agreement#page5.tif source=DOCS_B-#1672822-v1-Assignment_and_Assumption_Agreement#page6.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption Agreement"), dated as of July 29, 2009, by and among MAGNETAR FINANCIAL LLC, as resigned administrative agent (in such capacity, "Magnetar" or the "Resigned Administrative Agent"), ATALAYA ADMINISTRATIVE LLC, as administrative agent (in such capacity, "Atalaya" or the "Administrative Agent"), and LUXURY OPTICAL HOLDINGS (INTERMEDIARY) CO., a Delaware corporation (the "Administrative Borrower").

Reference is made to (a) that certain Security Agreement, dated as of May 1, 2006 (as heretofore amended, amended and restated, supplemented or otherwise modified and as it may be further amended, amended ad restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Administrative Borrower, the other grantors named therein (together with the Borrower , the "Grantors") and Administrative Agent; and (b) that certain Trademark Security Agreement, dated as of May 1, 2006, by and among the Administrative Borrower, the other grantors named therein and Administrative Agent (the "Trademark Security Agreement").

WHEREAS, pursuant to the Security Agreement, the Grantors were required to execute and deliver the Trademark Security Agreement (as further described in the following recitals);

WHEREAS, pursuant to the Trademark Security Agreement and as now recorded with the U.S. Patent and Trademark Office ("USPTO"), the Borrower granted to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademarks listed on Schedule I attached hereto, and all of the other Trademark Collateral (as defined in therein); and

WHEREAS, on April 18, 2007, Resigned Collateral Agent provided notice to the Lenders and Administrative Borrower of its resignation as administrative agent pursuant to and in accordance with Section 10.09 of the Existing Credit Agreement, and pursuant to that certain Resignation and Appointment of Agent Agreement, dated as of April 18, 2007 (the "Resignation and Appointment Agreement"), the Required Lenders appointed (and the Administrative Borrower consented to such appointment of) Atalaya as administrative agent under the Existing Credit Agreement and the other Loan Documents, including, without limitation, the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereby agree as follows:

Capitalized terms not otherwise defined herein have the respective meanings ascribed thereto in the Security Agreement, the Trademark Security Agreement or the Resignation and Appointment Agreement, as applicable.

This Assignment and Assumption Agreement is to reflect, for purposes of recording at the USPTO, the assignment to Atalaya of Magnetar's liens in the Trademarks listed on Schedule I and the other Trademark Collateral pursuant to the Resignation and Appointment Agreement and the assignment by Magnetar to Atalaya without recourse, and the assumption by Atalaya from Magnetar, of all of Magnetar's rights, powers, privileges, duties and obligations under the Trademark Security Agreement, in each case, subject to the Resignation and Appointment Agreement.

Atalaya became a party to the Trademark Security Agreement and, to the extent provided in the Resignation and Appointment Agreement, has the rights, powers, discretion, privileges, duties and obligations of the "Administrative Agent" thereunder and is bound by the provisions thereof and Magnetar has, to the extent provided in the Resignation and Appointment Agreement, relinquished its rights, powers, discretion and privileges and has been released from its duties and obligations under the Trademark Security Agreement. Magnetar makes no representation or warranty hereunder including without limitation concerning Trademarks or other Trademark Collateral. Atalaya hereby agrees to indemnify Magnetar for any claim arising as a result of Magnetar's execution of this Assignment and Assumption Agreement.

This Assignment and Assumption Agreement shall be effective upon execution by all of the parties hereto. Following the execution of this Assignment and Assumption Agreement, it will be delivered to Atalaya for recording by Atalaya pursuant to the Security Agreement and the Trademark Security Agreement with the USPTO.

This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principals.

This Assignment and Assumption Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized officers.

ATALAYA ADMINISTRATIVE LLC,
as administrative agent (the "Administrative Agent")

By: Atalaya Capital Management LP, its Managing Member

By: 

Name:

Title:

Daniel M. Levinson
Authorized Signatory

MAGNETAR FINANCIAL LLC,
as administrative agent (the "Resigned Administrative Agent")

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized officers.

ATALAYA ADMINISTRATIVE LLC,
as administrative agent (the "Administrative Agent")

By: Atalaya Capital Management LP, its Managing Member

By: _____
Name:
Title:

MAGNETAR FINANCIAL LLC,
as administrative agent (the "Resigned Administrative Agent")

By: Michael Turro
Name: **Michael Turro**
Title: **Chief Compliance Officer
Magnetar Financial LLC**

AGREED AND ACKNOWLEDGED

LUXURY OPTICAL HOLDINGS CO.

By: Glenn Reisch
Name: GLENN REISCH
Date: 7/29/09

OPTICAL FASHION CENTER, INC.

By: Glenn Reisch
Name: GLENN REISCH
Date: 7/29/09

MORGENTHAU-FREDERICKS OPTICIANS, INC.

By: Glenn Reisch
Name: GLENN REISCH
Date: 7/29/09

SCHEDULE I
to
ASSIGNMENT AND ASSUMPTION AGREEMENT
TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Serial No./Registration No.	Status	Owner
Max & Co.	1,717,772	Registered	Optical Fashion Center, Inc.
Morgenthal Frederics	2,964,808	Registered	Morgenthal- Frederics Opticians, Inc.