

03-17-2004
102697299
MARKS ONLY

3/17/04

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

<p>1. Name of conveying party(ies): MARCHON EYEWEAR, INC.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>January 16, 2004</u></p>	<p>2. Name and address of receiving party(ies): Name: <u>FLEET NATIONAL BANK, as administrative agent</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>777 Main Street</u> City: <u>Hartford</u> State: <u>Connecticut</u> ZIP: <u>06115</u></p> <p>Country: <u>U.S.A.</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation _____ <input checked="" type="checkbox"/> Other <u>Bank</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) & Address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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4. Application number(s) or trademark number(s):
If this document is being filed together with a new application, the execution date of the application is _____

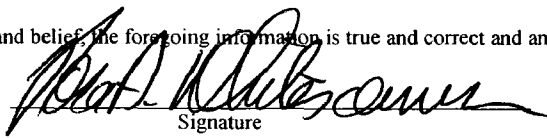
A. Trademark Application No.(s) See attached	B. Trademark No.(s) See attached
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Additional numbers attached Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Nora A. Whitescarver</u> Internal Address: <u>Mayer Brown, Rowe & Maw LLP</u> Street Address: <u>1909 K Street, NW</u> City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20006</u></p>	<p>6. Total number of applications and trademarks involved: <u>92</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$2,315.00</u> <input checked="" type="checkbox"/> Enclosed (Check No. 2996) <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Nora A. Whitescarver  March 17, 2004
Name of Person Signing Signature Date

Total number of pages comprising cover sheet and document attachments: 19

03/17/2004 LMUELLER 00000226 1653533
01 FC:8521 40.00 OP
02 FC:8522 2275.00 OP

Item A

United States Trademarks and Trademark Applications

Registered Trademarks:			
<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
ACCUFLEX	1,653,533	8/13/1991	Registered
ADD-POWER	2,199,773	10/27/1998	Registered
AIRLOCK	2,580,254	6/11/2002	Registered
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BENDABLES	2,523,650	12/25/2001	Registered
BENDABLES and Design	2,676,669	1/21/2003	Registered
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BORN HOT	1,535,392	4/18/1989	Registered
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CAMFLEX	1,544,219	6/20/1989	Registered
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EXAMWRITER	2,649,158	11/12/2002	Registered

Doc # NY6.657435.2

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Doc # NY6 657955.1

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OFFICEMATE	2,011,326	10/29/1996	Registered
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TRUFLEX	2,548,326	3/12/2002	Registered
ULTRAFIT	2,255,798	6/22/1999	Registered
VERSA-RULE	1,784,010	7/27/1993	Registered
X-FLEX	2,538,458	2/12/2002	Registered

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EXTREME VIEWS	75/209,362	12/6/1996	Abandoned
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RECOVER	75/869,706	12/13/1999	Abandoned
REFORM	76/054,518	5/23/2000	Abandoned
REMOTE JOB ENTRY	76/002,532	3/17/2000	Abandoned
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AUTOFLEX (Stylized)			Unfiled
DELTA SYSTEMS (Cl. 9)			Unfiled
DYNALITE (Cl. 9)			Unfiled
FLEXIBLES (Cl. 9)			Unfiled

Doc # NY6657955 2

FLEXON, THE METAL WITH... (Cl. 9)		Unfiled
FLEXSPEX		Unfiled
FLEXSTAR (Marchon mark) (Cl. 9)		Unfiled
I-FX MIRRORS (Cl. 9)		Unfiled
MARCHON (Cl. 9)		Unfiled
MARCHON (Cl. 25)		Unfiled
MARLON (Cl. 9)		Unfiled
METROPOLIS (Cl. 9)		Unfiled
PLASTECH (Cl. 9)		Unfiled
S DESIGN		Unfiled
SLIP STOP (Cl. 9)		Unfiled
SOINTU WITH S DESIGN (Cl. 9)		Unfiled
THE AVENGER (Cl. 9)		Unfiled
THE HOT ONES (Cl. 9)		Unfiled
TRES JOLI BY MARCHON and Design (Cl. 9)		Unfiled
TRUE-FIT (Cl. 9)		Unfiled
TWISTING TEMPLE DESIGN (Cl. 9)		Unfiled

Doc #: NY6:637955.2

Item B**Trademark Licenses**

<u>Name of Licensor</u>	<u>Date of Agreement</u>
Calvin Klein, Inc.	10/5/1999
Coach, Inc.	10/15/2002
Disney Enterprises, Inc.	1/1/2002
Donna Karan Studio	1/19/1999
Fendi Adele S.r.l.	10/28/2002
Nautica Apparel, Inc.	1/1/2002
NIKE USA, Inc.	12/15/1999
NIKE European Operations Netherlands B.V.	12/15/1999
NIKE, Inc. (Japan & South Korea)	12/15/1999
NIKE International Limited (Asia Pacific, Latin America, Australia, South Africa, Canada)	12/15/1999

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 16, 2004 (this "Agreement"), is made between MARCHON EYEWEAR, INC. (the "Grantor"), in favor of FLEET NATIONAL BANK, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Lenders.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of May 10, 2000 (as amended, supplemented, amended and restated, or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Administrative Agent, and the other Lenders party thereto, the Lenders have made extensions of credit to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered an Amended and Restated Security Agreement, dated as of January 16, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each of the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each of the other Lenders, a continuing security interest in all of the following property owned by Grantor, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

- (a) (i) all of its United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or

acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each of the other Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to all Trademark Collateral. Upon any sale or other transfer by Grantor of any Trademark Collateral that is permitted, or not prohibited, by the Credit Agreement, the security interest in such Trademark Collateral shall be automatically released. Upon any such termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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Exhibit B

-2-

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

MARCHON Eyewear, INC.

By: 

Name:

Title:

Larry Roth
Vice President

FLEET NATIONAL BANK,
as Administrative Agent

By: 

Name:

Title:

Michael S. Gairnes
Senior Vice President

37189845.3 011504 18382 03216859

Exhibit B

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Item A

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MARCHON (Cl. 25)		Unfiled
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METROPOLIS (Cl. 9)		Unfiled
PLASTECH (Cl. 9)		Unfiled
S DESIGN		Unfiled
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Fendi Adele S.r.l.	10/28/2002
Nautica Apparel, Inc.	1/1/2002
NIKE USA, Inc.	12/15/1999
NIKE European Operations Netherlands B.V.	12/15/1999
NIKE, Inc. (Japan & South Korea)	12/15/1999
NIKE International Limited (Asia Pacific, Latin America, Australia, South Africa, Canada)	12/15/1999

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