

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
StyleMark, Inc.	FORMERLY Capo, Inc.	03/08/2005	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	303 Peachtree Street
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Banking Corporation: GEORGIA

Name:	SunTrust Bank, as Administrative Agent
Street Address:	303 Peachtree Street
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Banking Corporation: GEORGIA

PROPERTY NUMBERS Total: 94

Property Type	Number	Word Mark
Registration Number:	1633776	ANGLER EYES
Registration Number:	1475759	C-E-Z
Serial Number:	78553558	C3
Serial Number:	78520258	C3
Serial Number:	78503794	C3LIFESTYLE
Registration Number:	1881303	CAPO
Registration Number:	2371701	CARIBBEAN TRADERS
Registration Number:	2365153	CARIBBEAN TRADERS

CH \$2365.00 1633776

Registration Number:	2420097	CLIP-ITS
Serial Number:	78250817	CONTOURS
Registration Number:	1144023	CROWN
Registration Number:	1501087	CRYSTAL VISION
Serial Number:	78237492	DR 445
Registration Number:	2073541	DV8
Registration Number:	1826228	EXOS
Serial Number:	78239887	EXTENDED VIEW
Registration Number:	1475762	EYE PROTECH
Serial Number:	78458828	EYEFIRE
Serial Number:	76378626	EYEFIRE
Serial Number:	78239891	FIRE & ICE
Registration Number:	2444869	FRESH COLORS
Registration Number:	2735008	FUNDAMENTALS
Serial Number:	78396555	HD-UV
Registration Number:	1350468	HICON
Registration Number:	1956885	INSIGHTS
Serial Number:	76444449	OPTICRYLLIC
Registration Number:	2686907	PACIFIC TRADERS
Registration Number:	2450147	POLAR VISION
Registration Number:	2648311	REALLY COOL STUFF
Registration Number:	1517806	ROYAL
Registration Number:	1527899	SHADOWS
Serial Number:	78369844	SHARP SIGHT
Registration Number:	1506876	SKI OPTIKS
Serial Number:	78396539	SPORTSHIFT
Registration Number:	2411754	STREET SMART
Serial Number:	76475813	STYLE*SCIENCE
Serial Number:	78378851	STYLEINITIATIVE
Serial Number:	78520074	STYLEMARK
Serial Number:	78520088	STYLEMARK
Serial Number:	78520120	STYLEMARK
Serial Number:	78519888	STYLEMARK
Serial Number:	78520055	STYLEMARK
Serial Number:	78277658	STYLE SCENE

Serial Number:	78555244	STYLESCIENCE
Serial Number:	78519047	STYLESCIENCE
Serial Number:	78553538	STYLESCIENCE
Serial Number:	78553548	STYLESCIENCE
Serial Number:	78504455	STYLESCIENCE F.A.S.T.
Serial Number:	78516726	STYLESCIENCE HYPE
Serial Number:	78530698	STYLESCIENCE LUX
Serial Number:	78548678	STYLESCIENCE SURGE
Registration Number:	2824519	SUN COVERS
Registration Number:	1492031	SUN STOPPERS
Serial Number:	78490762	THE DESIGNIA GROUP
Registration Number:	2308079	TIKES
Registration Number:	1487993	TITANIUM
Registration Number:	1474024	ULTRASAFE
Serial Number:	78249656	VARSITY
Registration Number:	1953768	VISIONLITE
Registration Number:	2446873	WEE ONES
Registration Number:	1941542	XTREME OPTIKS
Registration Number:	1934438	BRUSH CLIP
Registration Number:	1868852	DAILY SPECTACLES
Registration Number:	1513421	EYE ENERGY
Registration Number:	1512453	EYECLASS
Registration Number:	1512454	EYEPROFILE
Registration Number:	1515205	EYESOCIETY
Registration Number:	1513422	EYETEMPO
Registration Number:	1513420	EYEWARE FOR EVERYWEAR
Registration Number:	2362905	GAS
Registration Number:	1399650	HAIR TREASURES
Registration Number:	1414834	HOT SPECS
Registration Number:	2769693	KIDS TREAZURES
Registration Number:	1311184	LE CLIP BY RIVIERA
Registration Number:	942743	MONTE CARLO
Registration Number:	1887835	NATIONAL SUNGLASS LEAGUE NSL
Registration Number:	1517865	R
Registration Number:	2488570	RIVGIRL

Registration Number:	641457	RIVIERA
Registration Number:	2504806	RIVIERA
Registration Number:	657116	RIVIERA
Registration Number:	1906385	RIVIERA CLASSIX
Registration Number:	2507276	RIVIERA KIDS
Registration Number:	1946018	RIVIERA OPTIX
Registration Number:	1578716	SOLAR TECH DRIVERS
Registration Number:	1360288	SOLAR TECH
Registration Number:	2248276	X-SPECS
Registration Number:	1238231	YOUNG WORLD
Registration Number:	2234181	CHARISMA
Registration Number:	2872991	GRIP TIP
Registration Number:	2198903	KNOT MASTER
Registration Number:	1873194	PURSUIT
Serial Number:	78567280	STYLESCIENCE DISENO
Serial Number:	78237500	WRAP STARS

CORRESPONDENCE DATA

Fax Number: (404)572-5149
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-2611
Email: vftzpatrick@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 191 Peachtree Street
Address Line 2: c/o Vandy F. Fitzpatrick
Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER:	Vandy F. Fitzpatrick
Signature:	/s/ Vandy F. Fitzpatrick
Date:	03/21/2005

Total Attachments: 27
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EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 8, 2005, executed by STYLEMARK, INC. (formerly known as CAPO, INC.), a Florida corporation ("Grantor"), in favor of SUNTRUST BANK, a Georgia banking corporation, as administrative agent ("Agent"), on its behalf and on behalf of the Lenders (the "Lenders") from time to time party to the Revolving Credit and Term Loan Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among STYLEMARK, INC., as "Borrower," (the "Borrower"), the Lenders and Agent. Capitalized terms used in this Agreement shall have the meanings set forth in the Credit Agreement and/or the Security Agreement (as defined below) unless specifically defined herein.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders and Agent have agreed to make certain financial accommodations to the Borrower;

WHEREAS, Grantor and certain Subsidiaries of Grantor have entered into a Security Agreement (the "Security Agreement"), pursuant to which Grantor has granted to Agent, for its benefit and for the benefit of the Lenders, a continuing security interest in, among other things, the Intellectual Property (as defined in the Security Agreement), including, without limitation, (a) all of Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which Grantor now has or hereafter acquires rights and wherever located; (b) all of Grantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which Grantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds of any of the foregoing, as security for all of the Secured Obligations; and

WHEREAS, it is a condition precedent to the Credit Agreement that Grantor grant to Agent, for its benefit and the benefit of Lenders, a security interest in the Property (as herein defined);

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

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor has or acquires any such rights: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those U.S. registrations and applications for registration listed on Schedule I attached hereto, together with all rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby and associated therewith, (ii) renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Secured Obligations (as such term is defined in the Security Agreement), Grantor hereby grants and conveys a security interest to Agent, for its benefit and the benefit of the Lenders, in all of its right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by Grantor or in which Grantor now has or hereafter acquires rights (other than Trademark Licenses) and wherever located (except any jurisdiction in which the grant of a security interest in trademarks is prohibited) and the goodwill of the business of Grantor relating thereto or represented thereby, including, without limitation, each U.S. registration and application for registration of a Trademark referred to in Schedule I hereto; and

(b) each Trademark License now or hereafter held by Grantor or in which Grantor now has or hereafter acquires rights, to the extent each of the Trademark Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, includ-

ing, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

3. Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of Grantor with respect to the Property and the rights and remedies of Agent with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Security Agreement. At any time and from time to time prior to such termination, Agent may terminate its security interest in any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from Grantor, Agent shall, at the expense of Grantor, execute and deliver to Grantor documents Grantor may reasonably request (but without recourse or warranty by Agent) in order to evidence such termination.

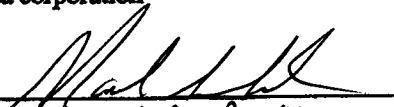
5. If at any time before the termination of this Agreement in accordance with Section 4, Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and Grantor shall comply with the terms of the Credit Agreement and the Security Agreement with respect to such new Trademark or Trademark License. Grantor authorizes Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. Grantor further agrees that (a) neither Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and Grantor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement and the Security Agreement, (b) Grantor shall forthwith advise Agent promptly in writing upon detection of material infringements of any of the Property being used in Grantor's business and (c) if Grantor fails to comply with the requirements of the preceding clause (a), Agent or any Lender may do so in Grantor's name or in its own name, but in any case at Grantor's expense, and Grantor hereby agrees to reimburse Agent and the Lenders for all expenses incurred by such Agent or Lender, including attorneys' fees, actually incurred by Agent and the Lenders in protecting, defending and maintaining the Property.

7. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

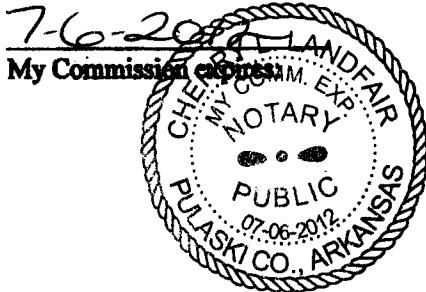
IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

STYLEMARK, INC.
a Florida corporation

By: 
Name: Mark A. Ascik
Title: President

Signed, sealed and delivered
this 8th day of March, 2005


Notary Public



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SUNTRUST BANK
a Georgia banking corporation

By: Paul Richard
Name: PAUL RICHARD
Title: PVP

Signed, sealed and delivered
this 8 day of March, 2005

Gladys E. Montalvo
Notary Public

12/30/07
My Commission expires:



Gladys E. Montalvo
My Commission DD271332
Expires December 30, 2007

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003049 FRAME: 0775

Schedule 1

Active Trademarks

Mark	Class	Country	Goods/Services	Reg. (Appl.) No.	Reg. (Appl.) Date	Last Action	Next Action
ANGLER EYES	9	U.S.	Sunglasses and partes thereof	1,633,776	2/5/1991	Registration date 2/5/1991	Renewal letter 8/5/2010
ANGLER EYES	9	Australia	Eyewear including: sunglasses, eyeglass frames, eyeglass cases, eyeglass chains and cords; contact lenses; containers for contact lenses; eyeshades; optical lenses, optical glass; eyeglass accessories in class 9	(1014881)	(8/9/2004)	Received confirmation of filing Re: Corporate Name Change	End of opposition period 3/22/2005
* ANGLER EYES	9	Brazil	Eyewear, namely, glasses, sunglasses, eyeglass frames and parts therefor and reading glasses	(826657818)	(6/30/2004)	End of opposition period 10/2/2004	Status check if haven't received registration certificate
ANGLER EYES	9	European Union	Optical apparatus and instruments: spectacles (optics), spectacle glasses and lenses, eye glasses, spectacle frames, spectacle cases; contact lenses; sun glasses, protective glasses; spectacles and goggles for sports	(003858214)	(5/27/2004)	Application filed 5/27/2004	Review by examiner

* Activity this quarter.

TRADEMARK

REEL: 003049 FRAME: 0776

Mark	Class	Country	Goods/Services	Reg. (Appl.) No.	Reg. (Appl.) Date	Last Action	Next Action
C-E-Z	9	U.S.	Ready to use multiple diopter non-prescription reading glasses and lenses therefor	1,475,759	2/9/1988	Registration date 2/9/1988	Renewal letter 8/9/2007
C3	18	U.S.	Walleis, handbags, luggage tags, leather key chains, umbrellas, tote bags, jewelry bags, beach bags, fanny packs, cosmetic bags sold empty, garment bags for travel, clutch bags, attache cases, billfolds, book bags, briefcase-type portfolios; business card cases; change purses; overnight bags, pocketbooks; purses; school bags; and suitcases	(78/553558)	(1/25/2005)	Application filed 1/25/2005	Review by examiner
* C3	9	U.S.	Sunglasses, eyeglasses, eyeglass frames and eyeglass cases.	(78/520258)	(11/19/2004)	Application filed 11/19/2004	Status inquiry if no action
* C3LIFESTYLE	9	U.S.	Eyewear, namely sunglasses	(78/503794)	(10/21/2004)	Application filed 10/21/2004	Review by examiner
CAPO	9	U.S.	Optical goods: namely, sunglasses and reading glasses	1,881,303	2/28/1995	Renewal filed 10/28/2004	Renewal letter 2/28/2014

* Activity this quarter.

TRADEMARK

Mark	Class	Country	Goods/Services	Reg. (Appl.) No.	Reg. (Appl.) Date	Last Action	Next Action
CARIBBEAN TRADERS	3	U.S.	Sunscreens; suntan lotions, gels and sprays; non-medicated lip balm and non-medicated sunburn relief lotions	2,371,701	7/25/2000	Registration Date 7/25/2000	8/15 letter 7/25/2005
	5		Medicated lip balm and medicated sunburn lotions, gels and sprays				
CARIBBEAN TRADERS	9	U.S.	Eyewear, namely, sunglasses	2,365,153	7/4/2000	Registration Date 7/4/2000	8/15 letter 7/4/2005
CLIP-ITS	9	U.S.	Optical goods namely non-prescription sunglasses	2,420,097	1/9/2001	Registration Date 1/9/2001	8/15 letter 1/9/2006
CONTOURS	9	U.S.	Eyewear, namely, sunglasses	(78/250817)	(5/16/2003)	1st extension request filed 5/13/2004	Deadline for filing extension or statement of use by mail 4/27/2005
CROWN	9	U.S.	Sunglasses	1,144,023	12/23/1980	Registration date 12/23/1980	Renewal letter 6/23/2010
CRYSTAL VISION	9	U.S.	Magnifying reading eyeglasses	1,501,087	8/23/1988	Registration date 8/23/1988	Renewal letter 2/23/2008

TRADEMARK

* Activity this quarter.

Mark	Class	Country	Goods/Services	Reg. (Appl.) No.	Reg. (Appl.) Date	Last Action	Next Action
CRYSTAL VISION	9	Australia	Eyewear including: sunglasses, eyeglass frames, eyeglass cases, eyeglass chains and cords; contact lenses; containers for contact lenses; eyeshades; optical lenses, optical glass; eyeglass accessories in class 9	(1014882)	(8/9/2004)	Received confirmation of filing Re: Corporate Name Change	End of opposition period 3/22/2005
* CRYSTAL VISION	9	Brazil	Eyewear, namely, glasses, sunglasses, eyeglass frames and parts therefor and reading glasses	(826657800)	(6/30/2004)	End of opposition period 10/2/2004	- Status letter if no action on application
CRYSTAL VISION	9	European Union	Optical apparatus and instruments; spectacles (optics), spectacle glasses and lenses, eye glasses, spectacle frames, spectacle cases; contact lenses; sun glasses, protective glasses; spectacles and goggles for sports	(3858172)	(5/27/2004)	Application filed 5/27/2004	Review by examiner
DAYTONA	9	Florida	Used in connection with sunglasses	927581	8/24/1982	Registration date 8/24/1982	Renewal letter 2/24/2012

Eyewear including:
sunglasses, eyeglass frames, eyeglass cases, eyeglass chains and cords; contact lenses; containers for contact lenses; eyeshades; optical lenses, optical glass; eyeglass accessories in class 9

Eyewear, namely, glasses, sunglasses, eyeglass frames and parts therefor and reading glasses

Optical apparatus and instruments; spectacles (optics), spectacle glasses and lenses, eye glasses, spectacle frames, spectacle cases; contact lenses; sun glasses, protective glasses; spectacles and goggles for sports

Used in connection with sunglasses

TRADEMARK

Activity this quarter.

Mark	Class	Country	Goods/Services	Reg. (Appl.) No.	Reg. (Appl.) Date	Last Action	Next Action
DR 445		U.S.		(78/237492)	(4/14/2003)	Statement of use accepted 1/19/2005	Receive registration certificate
	9		Eyeglasses, namely, sunglasses				
DV8		U.S.		2,073,541	6/24/1997	Follow up Check status "Receipt of Acceptance" 8/24/2003	Renewal letter 12/24/2006
	9		Optical goods, namely, sunglasses				
EDEN		U.S.				Preliminary search report to client 3/31/2004	File application or close file
EXOS		U.S.		1,826,228	3/15/1994	Renewal filed 2/16/2004	Follow up received acceptance of renewal? 1/15/2005
	9		Sunglasses and parts thereof; namely, lenses				
* EXTENDED VIEW		U.S.		(78/239887)	(4/21/2003)	Issue date of Notice of Allowance 12/7/2004	Deadline for filing extension or statement of use by mail 5/31/2005
	9		Eyewear, namely, sunglasses				

* Activity this quarter.

TRADEMARK

REEL: 003049 FRAME: 0781

Mark	Class	Country	Goods/Services	Reg. (Appl.) No.	Reg. (Appl.) Date	Last Action	Next Action
EXTREME OPTIKS	9	Australia	Eyewear including: sunglasses, eyeglass frames, eyeglass cases, eyeglass chains and cords; contact lenses; containers for contact lenses; eyeshades; optical lenses, optical glass; eyeglass accessories in class 9	(1014880)	(8/9/2004)	Status received confirmation of filing Re: Corporate Name Change	End of opposition period 3/22/2005
* EXTREME OPTIKS	9	Brazil	Eyewear, namely, glasses, sunglasses, eyeglass frames and parts therefor and reading glasses	(826657788)	(6/30/2004)	End of opposition period 10/1/2004	Status letter if no action on app
EYE PROTECH	9	U.S.	Sunglasses and shatter proof lenses therefor	1,475,762	2/9/1988	Registration date 2/9/1988	Renewal letter 8/9/2007
EYEFIRE	9	U.S.	Eyewear, namely, sunglasses.	(78/458828)	(7/29/2004)	Application filed 7/29/2004	Review by examiner
EYEFIRE OPTICS	9	U.S.	Eyewear, namely, eye glasses and sunglasses	(76/378626)	(3/6/2002)	Response to Office Action filed 12/30/2004	Status - received registration certificate?

* Activity this quarter.

TRADEMARK

Mark	Class	Country	Goods/Services	Reg. (Appl.) No.	Reg. (Appl.) Date	Last Action	Next Action
FIRE & ICE	9	U.S.	Eyewear, namely, sunglasses	(78/239891)	(4/21/2003)	1st extension request filed 9/21/2004	Deadline for filing extension or statement of use by mail 3/30/2005
FLORIDA	9	Florida	Sunglasses	T04306	12/5/1985	Registration date 12/5/1995	Renewal letter 6/5/2005
FRESH COLORS	9	U.S.	Optical goods, namely sunglasses especially non-prescription sunglasses	2,444,869	4/17/2001	Registration Date 4/17/2001	8/15 letter 4/17/2006
FUNDAMENTALS	9	U.S.	Optical goods, namely non-prescription sunglasses sold in drugstores and convenience stores	2,735,008	7/8/2003	Follow up - receive certificate of registration from other law firm; Jack Hewitt confirmed receipt 12/5/2003	8/15 letter 7/8/2008
* HD-UV	9	U.S.	Sunglasses	(78/396555)	(4/5/2004)	Office Action issued 11/9/2004	Reminder - ROA due 5-9-05 2/9/2005
HICON	9	U.S.	Sunglasses	1,350,468	7/23/1985	Renewal due; JACK HEWITT INSTRUCTED US TO CLOSE FILE 1/21/2005	

TRADEMARK

* Activity this quarter.

Mark	Class	Country	Goods/Services	Reg. (Appl.) No.	Reg. (Appl.) Date	Last Action	Next Action
IN STYLE		U.S.				Preliminary search report to client 4/21/2004	File application or close file
INSIGHTS	9	U.S.	Optical goods, namely sunglasses	1,956,885	2/13/1996	Follow up "Receipt of Acceptance" 4/17/2002	Renewal letter 8/13/2005
* MOMENTUM GROUP and MOMENTUM INTERNATIONAL		U.S.				Preliminary search report to client 11/17/2004	File closed per client 1/31/2005
* OPTICRYLLIC	9	U.S.	Eyewear, namely, eyeglasses and sunglasses	(76/444449)	(8/28/2002)	3rd extension request approved 12/22/2004	Deadline for filing extension or statement of use by mail 6/17/2005
PACIFIC TRADERS	9	U.S.	Non-prescription sunglasses	2,686,907	2/11/2003	Registration Date 2/11/2003	8/15 letter 2/11/2008
PACIFIC TRADERS		Australia		(1014884)	(8/9/2004)	Received confirmation of filing Re: Corporate Name Change	End of opposition period 3/22/2005
	9		Eyewear including: sunglasses, eyeglass frames, eyeglass cases, eyeglass chains and cords; contact lenses; containers for contact lenses; eyeshades; optical lenses; optical glass; eyeglass accessories in class				9

* Activity this quarter.

Mark	Class	Country	Goods/Services	Reg. (Appl.) No.	Reg. (Appl.) Date	Last Action	Next Action
* PACIFIC TRADERS	9	Brazil	Eyewear, namely, glasses, sunglasses, eyeglass frames and parts therefor and reading glasses	(826657770)	(6/30/2004)	End of opposition period 10/2/2004	Status letter if no action on app
PACIFIC TRADERS	9	European Union	Optical apparatus and instruments; spectacles (optics), spectacle glasses and lenses, eye glasses, spectacle frames, spectacle cases; contact lenses; sun glasses, protective glasses; spectacles and goggles for sports	(3858073)	(5/27/2004)	Application filed 5/27/2004	Review by examiner
POLAR VISION	9	U.S.	Optical goods, namely non-prescription sunglasses	2,450,147	5/8/2001	Registration Date 5/8/2001	8/15 letter 5/8/2006
REALLY COOL STUFF	9	U.S.	Optical goods, namely non-prescription sunglasses	2,648,311	11/12/2002	Registration Date 11/12/2002	8/15 letter 11/12/2007
ROYAL	9	U.S.	Sunglasses, reading glasses, glasses cases, retaining cords, detachable lenses and sun-guards	1,517,806	12/27/1988	Registration date 12/27/1988	Renewal letter 6/27/2008

TRADEMARK

* Activity this quarter.

Mark	Class	Country	Goods/Services	Reg. (Appl.) No.	Reg. (Appl.) Date	Last Action	Next Action
ROYAL	9	California	Sunglasses, reading glasses, glass cases, accessories for sunglasses, reading glasses, and retail store displays for same	85215	10/21/1987	Registration date 10/21/1987	Renewal letter 4/21/2007
SHADOWS	9	U.S.	Sunglasses	1,527,899	3/7/1989	Registration date 3/7/1989	Renewal letter 9/7/2008
SHARP SIGHT	9	U.S.	Eyewear, namely, sunglasses	(78/369844)	(2/18/2004)	Application filed 2/18/2004	Review by examiner
SKI OPTIKS	9	U.S.	Sunglasses and parts thereof	1,506,876	10/4/1988	Registration date 10/4/1988	Renewal letter 4/4/2008
SPORTSHIFT	9	U.S.	Parts of sunglass frames, namely, temples.	(78/396539)	(4/5/2004)	Publication for opposition 1/18/2005	End of opposition period 2/17/2005
SPORTX	9	U.S.	Optical goods, namely sunglasses	2,411,754	12/12/2000	Registration Date 12/12/2000	8/15 letter 12/12/2005
STREET SMART	9	U.S.					

TRADEMARK

* Activity this quarter.

Mark	Class	Country	Goods/Services	Reg. (Appl.) No.	Reg. (Appl.) Date	Last Action	Next Action
* STYLE*SCIENCE	9	U.S.	Eyewear, namely, sunglasses	(76/475813)	(12/17/2002)	2nd extension request filed 11/15/2004	Deadline for filing extension or statement of use by mail 6/2/2005
* STYLEINITIATIVE	9	U.S.	Eyewear, namely sunglasses	(78/378851)	(3/4/2004)	Publication for opposition 12/21/2004	End of opposition period 1/20/2005
* STYLEMARK	14	U.S.	Watches	(78/520074)	(11/19/2004)	Application filed 11/19/2004	Review by examiner
* STYLEMARK	18	U.S.	Wallets, handbags, backpacks, umbrellas, rolling bags, all-purpose sport bags, duffel bags, tote bags, beach bags, general utility tote bags, fanny packs, garment bags for travel, walking sticks, luggage, athletic bags, travel bags, clutch bags, attache cases, billfolds, book bags, briefcase-type portfolios; leather key chains; overnight bags; pocketbooks; purses; school bags; and suitcases	(78/520088)	(11/19/2004)	Application filed 11/19/2004	Review by examiner
* STYLEMARK	25	U.S.	Hats and belts	(78/520120)	(11/19/2004)	Application filed 11/19/2004	Review by examiner

TRADEMARK

* Activity this quarter.

Mark	Class	Country	Goods/Services	Reg. (Appl.) No.	Reg. (Appl.) Date	Last Action	Next Action
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* STYLEMARK

U.S.

3

Sun tan lotions, sun tan oils, sun block preparations, lip balms, sun screens, soaps, shampoos, make up, conditioner; skin care creams and lotions, face creams; non-medicated skin peeling creams and gels; skin abrasive preparations; facial masks; non-medicated foot creams and powders, non-medicated foot lotions; non-medicated body lotions; non-medicated bath salts; and non-medicated eye creams.

(78/519888)

(11/19/2004)

Application filed 11/19/2004

Review by examiner

* STYLEMARK

(78/520055)

(11/19/2004)

Application filed 11/19/2004

Review by examiner

STYLESCENE

(78/277658)

(7/23/2003)

Statement of use due or 1/5/2005

Follow up - received approval of SOU and Amendment? 7/5/2005

STYLESCIENCE

(78/555244)

(1/27/2005)

Application filed 1/27/2005

Review by examiner

* Activity this quarter.

TRADEMARK

Mark	Class	Country	Goods/Services	Reg. (Appl.) No.	Reg. (Appl.) Date	Last Action	Next Action
* STYLESCIENCE	14	U.S.	Watches	(78/519047)	(11/18/2004)	Application filed 11/18/2004	Review by examiner
	42		Custom design of eyewear, sunglasses and watches for others				
STYLESCIENCE	18	U.S.	Wallets, handbags, luggage tags, leather key chains, umbrellas, tote bags, jewelry bags, beach bags, fanny packs, cosmetic bags sold empty, garment bags for travel, clutch bags, attache cases, billfolds, book bags, briefcase-type portfolios; business card cases; change purses; overnight bags, pocketbooks; purses; school bags; and suitcases	(78/553538)	(1/25/2005)	Application filed 1/25/2005	Review by examiner
STYLESCIENCE	26	U.S.	Hair accessories, namely, twisters, clips, buckles, bows, curl clips, non-electric hair curlers, hair nets, hair frosting caps, hair ornaments in the nature of combs and hair wraps, waving pins, hair pins, hair scrunchies, hair tassels, hair tassel strings, hair ribbons, hair combs and hair brushes	(78/553548)	(1/25/2005)	Application filed 1/25/2005	Review by examiner

* Activity this quarter.

TRADEMARK

REEL: 003049 FRAME: 0789

Mark	Class	Country	Goods/Services	Reg. (Appl.) No.	Reg. (Appl.) Date	Last Action	Next Action
STYLESCIENCE		Australia					
* STYLESCIENCE F.A.S.T.	9	U.S.	Eyewear, namely sunglasses	(78/504455)	(10/22/2004)	Application filed 10/22/2004	Review by examiner
* STYLESCIENCE HYPE	9	U.S.	Sunglasses, sunglass cases and frames for eyeglasses and sunglasses.	(78/516726)	(11/15/2004)	Application filed 11/15/2004	Review by Examiner 6/15/2005
* STYLESCIENCE LUX	9	U.S.	Sunglasses, sunglass cases and frames for eyeglasses and sunglasses.	(78/530698)	(12/10/2004)	Application filed 12/10/2004	Review by examiner
STYLESCIENCE SURGE	9	U.S.	Sunglasses, sunglass cases and frames for eyeglasses and sunglasses.	(78/548678)	(1/17/2005)	Application filed 1/17/2005	Review by examiner
SUN COVERS	9	U.S.	Eye wear, namely, eye glasses and sun glasses	2,824,519	3/23/2004	Registered 3/23/2004	Affidavit of use due 3/23/2010

TRADEMARK

REEL: 003049 FRAME: 0790

* Activity this quarter.

Mark	Class	Country	Goods/Services	Reg. (Appl.) No.	Reg. (Appl.) Date	Last Action	Next Action
SUN COVERS	9	Australia	Eyewear including: sunglasses, eyeglass frames, eyeglass cases, eyeglass chains and cords; contact lenses; containers for contact lenses; eyeshades; optical lenses; optical glass; eyeglass accessories in class 9	(1014883)	(8/9/2004)	Status received confirmation of filing Re: Corporate Name Change	End of opposition period 3/22/2005
* SUN COVERS	9	Brazil	Eyewear, namely, glasses, sunglasses, eyeglass frames and parts therefor and reading glasses	(826657796)	(6/30/2004)	End of opposition period 10/2/2004	Follow up with associate if no action on app 6/30/2005
SUN COVERS	9	European Union	Optical apparatus and instruments; spectacles (optics), spectacle glasses and lenses, eye glasses, spectacle frames, spectacle cases; contact lenses; sun glasses, protective glasses; spectacles and goggles for sports	(003858164)	(5/27/2004)	Foreign filing date 5/27/2004	Review by examiner
SUN STOPPERS	9	U.S.	Sunglasses	1,492,031	6/14/1988	Registration date 6/14/1988	Renewal letter 12/14/2007

TRADEMARK

REEL: 003049 FRAME: 0791

* Activity this quarter.

Mark	Class	Country	Goods/Services	Reg. (Appl.) No.	Reg. (Appl.) Date	Last Action	Next Action
THE DESIGNIA GROUP	14	U.S.	Watches	(78/490762)	(9/28/2004)	Application filed 9/28/2004	Review by examiner
* TIKES	9	U.S.	Eyewear, eyeglass frames, eyeglasses and sunglasses	2,308,079	1/11/2000	8/15 letter 12/20/2004	Deadline for filing Section 8 Declaration by mail 1/6/2006
TITANIUM	9	U.S.	Optical goods, namely sunglasses	1,487,993	5/10/1988	Registration date 5/10/1988	Renewal letter 11/10/2007
ULTRASAFE	9	U.S.	Sunglass lenses with protective coatings	1,474,024	1/26/1988	Registration date 1/26/1988	Renewal letter 7/26/2007
VARSITY	9	U.S.	Sunglasses lenses, namely shatter-proof plastic lenses of polycarbonate and the like	(78/249656)	(5/14/2003)	Statement of use accepted 1/19/2005	Receive registration certificate
VISIONLITE	9	U.S.	Eyewear, namely, sunglasses	1,953,768	1/30/1996	Registration Date 1/30/1996	Renewal letter 7/30/2005

TRADEMARK

* Activity this quarter.

Mark	Class	Country	Goods/Services	Reg. (Appl.) No.	Reg. (Appl.) Date	Last Action	Next Action
WEE ONES	U.S.	9	Optical goods, namely sunglasses especially non-prescription sunglasses	2,446,873	4/24/2001	Registration Date 4/24/2001	8/15 letter 4/24/2006
XTREME OPTIKS	U.S.			1,941,542	12/12/1995	Registration Date 12/12/1995	Renewal letter 6/12/2005
XTREME OPTIKS	European Union	9	Optical apparatus and instruments; spectacles (optics), spectacle glasses and lenses, eye glasses, spectacle frames, spectacle cases; contact lenses; sun glasses, protective glasses; spectacles and goggles for sports	(003858149)	(5/27/2004)	Reply from associate confirming: Corporate Name Change filed 1/14/2005	Review by examiner

TRADEMARK

REEL: 003049 FRAME: 0793

Activity this quarter.

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
BRUSH-CLIP							
United States	T17547	5/27/1994	74/530,704	11/7/1995	1,934,438	REGISTERED	21
DAILY SPECTACLES							
United States	T16955	6/18/1993	74/403,049	12/20/1994	1,868,852	REGISTERED	9
EYE ENERGY							
United States	T13169	11/23/1987	73/697,072	11/22/1988	1,513,421	REGISTERED	09
EYECLASS							
United States	T13166	11/23/1987	73/697,071	11/15/1988	1,512,453	REGISTERED	09
EYEPROFILE							
United States	T13167	11/23/1987	73/697,074	11/15/1988	1,512,454	REGISTERED	09
EYESOCIETY							
United States	T13171	11/23/1987	73/697,069	12/6/1988	1,515,205	REGISTERED	09
EYETEMPO							
United States	T13170	11/23/1987	73/697,073	11/22/1988	1,513,422	REGISTERED	09
EYEWARE FOR EVERYWEAR							
United States	T13168	11/23/1987	73/697,070	11/22/1988	1,513,420	REGISTERED	09
GAS							
United States	T26807US0	3/23/1998	75/454,562	6/27/2000	2,362,905	REGISTERED	09
HAIR TREASURES							
United States	T07398	10/1/1985	73/560,962	7/1/1986	1,399,650	REGISTERED	14
HOT SPECS							
United States	T07032	4/8/1986	73/592,294	10/28/1986	1,414,834	REGISTERED	09
KIDS TREAZURES							
United States	T32341US0	2/2/2001	76/203,835	9/30/2003	2,769,693	REGISTERED	003,009,014,026
LE CLIP BY RIVIERA							
United States	T10242	2/10/1984	73/465,184	12/25/1984	1,311,184	REGISTERED	26
MONTE CARLO							
United States	T10214	8/17/1971	72/400,403	9/12/1972	942,743	REGISTERED	26
NATIONAL SUNGLASS LEAGUE/NSL & DESIGN							
United States	T16954	6/25/1993	74/405,825	4/4/1995	1,887,835	REGISTERED	9
R (STYLIZED)							
United States	T13172	5/2/1988	73/725,618	12/27/1988	1,517,865	REGISTERED	09

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
RIVGIRL							
United States	T30409US0	6/2/1999	75/719,044	9/11/2001	2,488,570	REGISTERED	09,14,26
RIVIERA							
Argentina	F04238AR	6/22/1995	1984235	5/10/1996	1599609	REGISTERED	26
Benelux	F02543	8/5/1971	540652	1/18/1973	047672	REGISTERED	9
Brazil	F04237BR	7/21/1995	818642556			PENDING	09
Brazil	F04238BR	8/21/1995	818642548			PENDING	26
Canada	F02880	3/18/1963	274,522	10/11/1963	133,042	REGISTERED	09
China	F04237CN	3/29/1993	93021658			PENDING	09
Denmark	F02881	9/30/1969	3956/69	7/24/1970	02330-1970	REGISTERED	09
France	F02873			7/17/1957	1209188	REGISTERED	21
Germany	F02795			11/9/1966	847,021	REGISTERED	09,26
Hong Kong	F04237HK	2/15/1993	93/1403	3/20/1995	B01991/1995	REGISTERED	09
Hong Kong	F04238HK	2/15/1993	93/1404	9/16/1996	8563/1996	REGISTERED	26
Italy	F02544	10/8/1964	22472 C/84	2/10/1967	699573	REGISTERED	09,14,21,26
Mexico	T10215MX0	12/28/1989	78472			PENDING	
Puerto Rico	F02883	5/12/1970	16660	1/13/1971	16660	REGISTERED	
Switzerland	F02558	12/19/1966	352646	3/29/1967	222673	REGISTERED	09
Taiwan	F04237TW	2/20/1993	(82)6648	3/15/1995	674796	REGISTERED	09
Taiwan	F04238TW	2/20/1993	(82)6647	10/15/1993	615984	REGISTERED	38
United States	T10215	1/20/1956	72/001,172	2/12/1957	641,457	REGISTERED	40
United States	T10215B	3/3/1992	74/251,807	11/6/2001	2,504,806	REGISTERED	14
United States	T10246	6/29/1956	72/011,294	1/14/1958	657,116	REGISTERED	26
Venezuela	F04237VE	6/15/1995	8437			PENDING	09
Venezuela	F04238VE	6/15/1995	8436	1/3/1997	192802P	REGISTERED	26

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
RIVIERA CLASSIX							
United States	T30234US0	10/21/1993	74/449,173	7/18/1995	1,906,385	REGISTERED	09
RIVIERA KIDS							
United States	T10215A	2/7/1992	74/244,048	11/13/2001	2,507,276	REGISTERED	014,026,26
RIVIERA OPTIX							
United States	T17155	10/21/1993	74/449,151	1/2/1996	1,946,018	REGISTERED	9
RIVIERA TRADING CORP.							
Japan	F02545	5/27/1985	60-052677	8/30/1991	2327643	REGISTERED	23
SOLAR TECH							
European	T33010EU0	12/7/2001	002492361	1/16/2003	2492361	REGISTERED	
SOLAR TECH DRIVERS							
United States	T13175	12/5/1988	73/767,375	1/23/1990	1,578,716	REGISTERED	09
SOLAR-TECH 100							
United States	T10243	3/5/1985	73/525,245	9/17/1985	1,360,288	REGISTERED	09
X-SPECS							
United States	T26272US0	9/11/1997	75/355,483	5/25/1999	2,248,276	REGISTERED	09
YOUNG WORLD							
United States	T10241	6/3/1982	73/367,749	5/17/1983	1,238,231	REGISTERED	28

COUNTRY	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
CHARISMA						
United States	3/9/1998	75/446,744	3/23/1999	2,234,181	REGISTERED	9
GRIP TIP						
United States	4/21/2003	78/239,884	8/10/2004	2,872,991	REGISTERED (SUPPLEMENTAL)	9
KNOT MASTER						
United States	10/10/1996	75/179,884	10/20/1998	2,198,903	REGISTERED	9
PURSUIT						
United States	4/29/1993	74/386,180	1/10/1995	1,873,194	REGISTERED	9
STYLESCIENCE DISENO						
United States	2/15/2005	78/567,280			PENDING	9
WRAP STARS						
United States	4/14/2003	78/237,500			PENDING	9

License Agreements

<u>Licensor</u>	<u>Nature of License</u>
Nine West Group, Inc.	License to use NINE WEST and ENZO ANGIOLINI licensed marks as specified in agreement
Authentic Fitness Products, Inc. Authentic Fitness Corporation	Sub-license to use SPEEDO licensed marks as specified in agreement
Zyloware Corporation	Exclusive sub-license to use GLORIA VANDERBILT licensed marks as specified in agreement
Art Impressions, Inc.	License to use SoGIRLY! Licensed marks as specified in the agreement
DAFU Licensing, Inc.	License to use DF DAISY FUENTES and DAISY FUENTES licensed marks as specified in agreement
Scholastic Entertain, Inc.	License to use MAYA & MIGUEL licensed marks as specified in agreement
Jones Investment Co., Inc. (formerly R.S.V. Sport, Inc.)	License to use "l.e.i. life energy intelligence" licensed marks as specified in agreement
Jones Investment Co., Inc. (formerly R.S.V. Sport, Inc.)	License to use JONES NEW YORK licensed marks as specified in agreement
Ocean Pacific Apparel Corp.	Exclusive license to use OP and OCEAN PACIFIC licensed marks as specified in agreement
B. Robinson Optical, Inc.	Exclusive, royalty-free license to use the mark "TEMPO" as specified in agreement. The registered mark is "EYE TEMPO".