

TO: KING & SPALDING LLP COMPANY: JEFFREY P. BALCITA

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**03/16/2009
 900129433**

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dioptics Medical Products, Inc.		12/23/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	SunTrust Bank, as Administrative Agent
Street Address:	303 Peachtree Street, N.E.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	1758044	SOLAR SHIELD
Registration Number:	2739621	ENCORE
Registration Number:	3009107	ENCORE
Registration Number:	2148491	POLAR-EYES
Registration Number:	2694611	POLARIZED POLAR PRO MULTI-LAYER UV PROTECTION
Registration Number:	2887308	OVER-SITES
Registration Number:	3336679	POLARUV
Registration Number:	2468504	BEYOND BLUE
Registration Number:	2701888	DIOPTICS
Registration Number:	1671022	DIOPTICS
Registration Number:	1887423	ENCORE
Registration Number:	1742816	GUARDIAN
Registration Number:	2680346	KERNEY
Registration Number:	1513440	OCUSHIELDS

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TO: KING & SPALDING LLP COMPANY: JEFFREY P. BALCITA

Registration Number:	2759604	POLAROPTICS
Registration Number:	2759616	POLAR SHIELD
Registration Number:	2442367	SOLAR COMFORT
Registration Number:	1555631	SOLARETTES
Registration Number:	2383360	SOLARSHIELD FITS OVER GLASSES
Registration Number:	2217578	SOLARWRAP
Registration Number:	1550008	THE ULTIMATE SUNSCREEN FOR YOUR EYES
Registration Number:	2504425	BRAINSTORM
Registration Number:	2677292	POLARTX
Registration Number:	2771937	UV123 PROTECTING EYESIGHT FOR A LIFETIME
Registration Number:	2632009	UVABC
Registration Number:	2849220	POLAR AB
Registration Number:	2849474	POLARPERFECT
Registration Number:	2849473	POLARAMIC
Registration Number:	2902377	POLARXTREME
Registration Number:	2925931	FISHFINDERS
Registration Number:	2945053	ALLERGY EYEWEAR
Registration Number:	2979345	SOLARXTREME
Registration Number:	3013923	EYESHOTS
Registration Number:	3009416	SOLAR3
Registration Number:	3021936	POLARA
Registration Number:	3030416	POLARÉ
Registration Number:	3071995	SOLITAIRE
Registration Number:	3101650	SOLAROPTICS
Registration Number:	3117863	EYESENTIAL
Registration Number:	3117862	WINDWRAP
Registration Number:	3104895	SOLARTUDE
Registration Number:	3133687	SOLARSCHOOL
Registration Number:	3133686	SOLARSCRIPT
Registration Number:	3142882	POLAR COMFORT
Registration Number:	3145404	GENTLE GRIP
Registration Number:	3151858	ROBLES RIDGE
Registration Number:	3117864	SUNSENSITIVE
Registration Number:	3345114	ROBLES RIVER
Registration Number:	3101763	SOLITUDE

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Registration Number:	3454533	SILO
Serial Number:	77587962	POLAREYES
Serial Number:	78310612	POLARWRAP
Serial Number:	77486247	DUET
Serial Number:	77133614	POLARLUMA
Serial Number:	77133611	POLARLIGHT
Serial Number:	77133615	LUMINA
Serial Number:	77218401	OPTIMIST
Serial Number:	77213650	SOLARSNAP
Serial Number:	77367438	HAVEN
Serial Number:	77380521	SOLARLINX
Serial Number:	77382496	POLARPRO
Serial Number:	77429318	SUNLINX

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-572-2533
 Email: jbalcita@kalew.com
 Correspondent Name: King & Spalding LLP
 Address Line 1: Jeffrey P. Balcita
 Address Line 2: 1180 Peachtree Street
 Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52290.015830
NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/Jeffrey P. Balcita/
Date:	03/16/2009

Total Attachments: 14
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TO: KING & SPALDING LLP COMPANY: JEFFREY P. BALCITA

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2008, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of December 19, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, FGX International Holdings, Ltd., FGX International Ltd., the lenders from time to time parties thereto, and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

NJ 226,577,774v2

TO: KING & SPALDING LLP COMPANY: JEFFREY P. BALCITA

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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 pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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TO: KING & SPALDING LLP COMPANY: JEFFREY P. BALCITA

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

DIOPTICS MEDICAL PRODUCTS, INC., as Grantor

By: _____
Name: Anthony Di Paola
Title: EVP, CFO and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: 
Name: Richard C. Wilson
Title: Managing Director

[Signature Page to Trademark Security Agreement]

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TO: KING & SPALDING LLP COMPANY: JEFFREY P. BALCITA

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DIOPTICS MEDICAL PRODUCTS, INC., as Grantor

By: 

Name: Anthony Di Paola
Title: EVP, CFO and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TO: KING & SPALDING LLP COMPANY: JEFFREY P. BALCITA

ACKNOWLEDGMENT OF GRANTOR

State of R.I.)
County of Providence) ss.

On this 23 day of December, 2008 before me personally appeared Anthony Di Paola, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dioptrics Medical Products, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

TO: KING & SPALDING LLP COMPANY: JEFFREY P. BALCITA

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

[See attached]

NJ 228,577,774v2

TRADEMARK
REEL: 003956 FRAME: 0758

TO: KING & SPALDING LLP COMPANY: JEFFREY P. BALCITA

DIOPTICS STYLE	FILE NO.	DESCRIPTION
	4100	U.S. Trademark Reg. No. 1,758,044 Reg. Date: 3/16/1993 Mark: SOLAR SHIELD
	04100AU	Australia Trademark Reg. No. 575142 Registered from: 3/24/1992 Mark: SOLARSHIELD
	04100CA	Canada Trademark Reg. No. 415,743 Reg. Date: 8/20/1993 Mark: SOLARSHIELD
	04100DE	Germany Trademark Reg. No. 2 060 842 Reg. Date: 3/28/1994 Mark: SOLARSHIELD
	04100FR	France Trademark Reg. No. 023165713 Reg. Date: 5/24/2002 Mark: SOLARSHIELD
	04100GB	Great Britain Trademark Reg. No. B 1494429 Reg. Date: 2/3/1995 Mark: SOLARSHIELD
	04100JP	Japan Trademark Reg. No. 2700591 Reg. Date: 11/30/1994 Mark: SOLARSHIELD
	04100MX	Mexico Trademark Reg. No. 497789 Reg. Date: 4/17/1995 Mark: SOLAR SHIELD
	4400	U.S. Trademark Reg. No. 2,739,621 Date: 7/22/2003 Mark: ENCORE
	5600	U.S. Trademark Reg. No. 3,009,107 Reg. Date: 10/25/2005 Mark: ENCORE Additional Information: for reading glasses
	7301	U.S. Trademark Reg. No. 2,148,491 Reg. Date: 4/7/98 Mark: POLAR-EYES & design
	7304	U.S. Trademark Reg. No. 2,694,611 Mark: POLARIZED POLAR PRO MULTI-LAYER UV PROTECTION Lynn Roberts International Assignment
	7701	U.S. Trademark Reg. No. 2,887,308 Reg. Date: 9/21/2004 Mark: OVER-SITES

TO: KING & SPALDING LLP COMPANY: JEFFREY P. BALCITA

DIOPTICS STYLE	FILE NO.	DESCRIPTION
	13000CA	Canada Trademark Reg. No. TMA694,304 Date Registered: 8/20/2007 Mark: PolarEyes
	13100CA	Canada Trademark Reg. No. TMA694,303 Date Registered: 8/20/2007 Mark: PolarTX
	15000	U.S. Trademark Reg. No. 3,336,679 Date Registered: 11/13/2007 Mark: POLARUV
	16000CA	Canada Trademark Reg. No. TMA724,123 Date: 9/19/2008 Mark: POLAR SHIELD
	16100CA	Canada Trademark Reg. No. TMA724,124 Date: 9/19/2008 Mark: POLARA
	16200CA	Canada Trademark Reg. No. TMA724,298 Date: 9/23/2008 Mark: FISHFINDERS
	8001	U.S. Trademark Reg. No. 2458504 Date: 5/5/01 Mark: BeyondBlue
	8005	U.S. Trademark Reg. No. 2701880 Date: 4/1/03 Mark: Diopics Additional Information: new logo
	8006	U.S. Trademark Reg. No. 1671022 Date: 1/7/92 Mark: Diopics Additional Information: old logo
	8008	U.S. Trademark Reg. No. 1667423 Date: 12/10/91 Mark: Encore Additional Information: for sunglasses
	8011	U.S. Trademark Reg. No. 1742816 Date: 12/29/92 Mark: Guardian
	8012	U.S. Trademark Reg. No. 2680346 Date: 1/28/03 Mark: Kerney
	8013	U.S. Trademark Reg. No. 1513440 Date: 11/28/88 Mark: OcuShields

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DIOPTICS STYLE	FILE NO.	DESCRIPTION
	8016	U.S. Trademark Reg. No. 2759604 Date: 9/2/03 Mark: PolarOptics
	8018	U.S. Trademark Reg. No. 2759616 Date: 9/2/03 Mark: PolarShield
	8027	U.S. Trademark Reg. No. 2442367 Date: 4/10/01 Mark: SolarComfort
	8028	U.S. Trademark Reg. No. 1555631 Date: 9/12/89 Mark: Solarcetes
	8031	U.S. Trademark Reg. No. 2383360 Date: 9/5/00 Mark: SolarShield Fits Over Glasses
	8033	U.S. Trademark Reg. No. 2217578 Date: 1/12/99 Mark: SolarWrap
	8036	U.S. Trademark Reg. No. 1550008 Date: 8/1/89 Mark: The Ultimate Sunscreen For Your Eyes
	8044	U.S. Trademark Reg. No. 2304525 Date: 11/6/01 Mark: X-Span
	8020	U.S. Trademark Reg. No. 2677292 Date: 1/21/03 Mark: PolarX
	8040	U.S. Trademark Reg. No. 2771937 Date: 10/7/03 Mark: UV123
	8041	U.S. Trademark Reg. No. 2632009 Date: 1/8/02 Mark: UVabc
	8015	U.S. Trademark Reg. No. 2849220 Date: 6/1/04 Mark: PolarAB
	8043	U.S. Trademark Reg. No. 2849474 Date: 6/1/04 Mark: PolarPerfect
	8046	U.S. Trademark Reg. No. 2849413 Date: 6/1/04 Mark: Polaramic
	8052	U.S. Trademark Reg. No. 2902377 Date: 11/9/04 Mark: PolarXtreme

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BIOPTICS STYLE	FILE NO.	DESCRIPTION
	8059	U.S. Trademark Reg. No. 2925931 Date: 2/8/05 Mark: FishFinders
	8056	U.S. Trademark Reg. No. 2945053 Date: 4/26/05 Mark: Allergy Eyewear
	8065	U.S. Trademark Reg. No. 2979345 Date: 7/26/05 Mark: SolarXtreme
	8086	U.S. Trademark Reg. No. 3013923 Date: 11/8/05 Mark: EyeShots
	8060	U.S. Trademark Reg. No. 3009416 Date: 10/25/05 Mark: Solar3
	8070	U.S. Trademark Reg. No. 3021936 Date: 11/29/05 Mark: Polara
	8094	U.S. Trademark Reg. No. 3030416 Date: 12/13/05 Mark: Polara
	8094	U.S. Trademark Reg. No. 3071995 Date: 3/21/06 Mark: Solitaire
	8068	U.S. Trademark Reg. No. 3101650 Date: 6/6/06 Mark: SolarOptics
	8061	U.S. Trademark Reg. No. 3117863 Date: 7/18/06 Mark: EyeSential
	8058	U.S. Trademark Reg. No. 3117862 Date: 7/18/06 Mark: WindWrap
	8093	U.S. Trademark Reg. No. 3104895 Date: 6/13/06 Mark: Solarode
	8054	U.S. Trademark Reg. No. 3133687 Date: 8/22/06 Mark: SolarSchool
	8055	U.S. Trademark Reg. No. 3133686 Date: 8/22/06 Mark: SolarScript
	8063	U.S. Trademark Reg. No. 3142882 Date: 9/12/06 Mark: PolarComfort

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BIOPTICS STYLE	FILE NO.	DESCRIPTION
	8096	U.S. Trademark Reg. No. 3145404 Date: 9/19/06 Mark: Gentle Grip
	8085	U.S. Trademark Reg. No. 3151858 Date: 10/3/06 Mark: Robles Ridge
	8057	U.S. Trademark Reg. No. 3117864 Date: 7/18/06 Mark: Sensitive
	8084	U.S. Trademark Reg. No. 3345114 Date: 11/27/07 Mark: Robles River
	9012	U.S. Trademark Reg. No. 3101763 Date: 6/6/06 Mark: Solitude
	8099	U.S. Trademark Reg. No. 3454533 Date: 6/24/08 Mark: Silo

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Trademark List - Unregistered

DIOPTICS STYLE	FILE NO.	DESCRIPTION	STATUS
	04100RR	Brazil Trademark Application No. 829.280.995 Date Filed: 8/2/2007 Mark: SOLAR SHIELD	Application Pending
	7307	U.S. Trademark Application No. 77587,962 Filed: 10/7/2008 Mark: PolarEyes (words only)	Pending
	8100	U.S. Trademark Application Serial No. 78/310612 Notice of Allowance Date: 12/28/2005 Mark: POLARWRAP	Pending Intent to use application for which Dioptics has assumed responsibility
	12800CA	Canada Trademark Application No. 1,280,276 Date Filed: 11/21/2005 Mark: PolarOptics	Allowed; awaiting certificate of registration

TO: KING & SPALDING, LLP COMPANY: JEFFREY P. BALCITA

Trademark List - Unregistered

DIOPTICS STYLE	FILE NO.	DESCRIPTION	STATUS
	04100BR	Brazil Trademark Application No. 829.280.995 Date Filed: 8/2/2007 Mark: SOLAR SHIELD	Application Pending
	7307	U.S. Trademark Application No. 77/587,962 Filed: 10/7/2008 Mark: PolarEyes (words only)	Pending
	8106	U.S. Trademark Application Serial No. 78/310612 Notice of Allowance Date: 12/20/2005 Mark: POLARWRAP	Pending Intent to use application for which Dioptics has assumed responsibility
	12800CA	Canada Trademark Application No. 1,280,276 Date Filed: 11/21/2005 Mark: PolarOptics	Allowed; awaiting certificate of registration
	13200CA	Canada Trademark Application No. 1,280,281 Date Filed: 11/21/2005 Mark: SolarOptics	Allowed
	15200AR	Argentina Trademark Application No. 2722470 Filed: 1/5/2007 Mark: POLARBEYES	Pending Opposition filed by third parties
	15300BR	Brazil Trademark Application No. 828.927.863 Filed: 1/9/2007 Mark: POLAREYES	Pending
	16300CA	Canada Trademark Application No. 1,370,615 Filed: 11/5/2007 Mark: POLARWRAP	Pending
	16400CA	Canada Trademark Application No. 1,370,616 Filed: 11/5/2007 Mark: GUARDIAN	Pending
	16500CA	Canada Trademark Application No. 1,370,617 Filed: 11/5/2007 Mark: UVabc	Pending

TO: KING & SPALDING LLP COMPANY: JEFFREY P. BALCITA

DIOPTICS STYLE	FILE NO.	DESCRIPTION	STATUS
	1700CA	Canada Trademark Application No. 1,377,069 Filed: 12/21/2007 Mark: SOLAR3	Pending
	1710CA	Canada Trademark Application No. 1,377,068 Filed: 12/21/2007 Mark: SOLARCOMFORT	Pending
	1720CA	Canada Trademark Application No. 1,384,523 Filed: 2/23/2008 Mark: SOLAR	Pending
	1730CA	Canada Trademark Application No. 1,387,635 Filed: 3/17/2008 Mark: SOLARETTES	Pending
	1740CA	Canada Trademark Application No. 1,384,524 Filed: 2/22/2008 Mark: SOLARXTREME	Pending
	18100	U.S. Trademark Application No. 77486,247 Date Filed: 5/29/2008 Mark: DUET	Pending
	18100AR	Argentina Trademark Application No. 2,828,680 Date Filed: 6/2/2008 Mark: DUET	Pending
	18100AU	Australia Trademark Application No. 1242330 Date Filed: 5/23/2008 Mark: DUET	Pending
	18100BR	Brazil Trademark Application No. 829749055 Date Filed: 6/3/2008 Mark: DUET	Pending
	18100CA	Canada Trademark Application No. 1,396,320 Date Filed: 5/21/2008 Mark: DUET	Pending
	18100EU	Europe Community Trademark App. No. 6926901 Date Filed: 5/22/2008 Mark: DUET	Pending

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DIOPTICS STYLE	FILE NO.	DESCRIPTION	STATUS
	181008A	South Africa Trademark App. No. 2008/12304 Date Filed: 5/30/2008 Mark: DUET	Pending
	8101	U.S. Trademark Application No. 77133614 Date Filed: 3/6/07 Mark: PolarLuma	Pending
	8102	U.S. Trademark Application No. 77133611 Date Filed: 3/6/07 Mark: PolarLight	Pending
	8103	U.S. Trademark Application No. 77133615 Date Filed: 3/6/07 Mark: Lumina	Pending
	8105	U.S. Trademark Application No. 77218401 Date Filed: 6/22/07 Mark: OptiMist	Pending
	8106	U.S. Trademark Application No. 77213650 Date Filed: 6/22/07 Mark: SolarSoap	Pending
	8110	U.S. Trademark Application No. 77352438 Date Filed: 12/20/07 Mark: Haven	Pending
	8113	U.S. Trademark Application No. 77380521 Date Filed: 1/25/08 Mark: SolarLinx	Pending
	8114	U.S. Trademark Application No. 77382496 Date Filed: 1/22/08 Mark: PolarPro	Pending
	8116	U.S. Trademark Application No. 77429318 Date Filed: 3/24/08 Mark: SunLinx	Pending