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(Rev. 10/02) <b>PAT</b>	FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
OMB No. 0651-0027 (exp. 6/30/2005)  Tab settings ⇔ ⇔ ▼ ▼ ▼	Y Y Y	
To the Honorable Commissioner of Patents and Trademarks; Please record the attached original documents or copy thereof.		
Name of conveying party(ies):	Name and address of receiving party(ies)     Name: CODA-Gargoyles LLC	
U.S. Bank of Washington National Association	Internal Address:	
Additional name(s) of conveying party(les) attached? Yes	No	
3. Nature of conveyance:		
Assignment Merger	Street Address: 25 1/2 East 61st Street	
Security Agreement Change of N  Other Nunc Pro Tunc Assignment of	ame	
Security Interests and Assigm of Patents Agreement 12/30/03 Effective Date	City: New YORKState: NT_Zip: 10021	
Execution Date:Ellective pace	Additional name(s) & address(es) attached? Yes V No	
<ol><li>Application number(s) or patent number(s):</li></ol>		
If this document is being filed together with a new A. Patent Application No.(s)	w application, the execution date of the application is:  B. Patent No.(s) 4741611; 5515116;  D381674; D371383	
Additional numbers attached? Yes V No		
Name and address of party to whom correspond concerning document should be mailed:		
Name: Jennifer Parkins Rabin, Esq.	7. Total fee (37 CFR 3.41)\$\frac{160.00}{}	
Internal Address:	Enclosed	
Akerman Senterfitt	Authorized to be charged to deposit account	
Street Address: 222 Lakeview Avenue, 4th Flor	8. Deposit account number:  50-0951	
City: West Palm Beach State: FL Zip: 33401		
DO NOT USE THIS SPACE		
9. Signature.		
Jennifer Parkins Rabin, Esq. Name of Person Signing	Signature 224074 Date	
l otal number of pages include	ding cover sheet, attachments, and documents:	

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

Exhibit 8.2(xiv)

### NUNC PRO TUNC ASSIGNMENT OF SECURITY INTERESTS AND ASSIGNMENT OF PATENTS AGREEMENT

This Nunc Pro Tunc Assignment of Security Interests and Assignment of Patents Agreement is made and entered as of the 24th day of January, 2003, by and among U.S. Bank of Washington National Association, a national banking association having a place of business at 1420 Fifth Avenue, 10th Floor, Seattle, Washington 98101 ("Assignor"), CODA-Gargoyles LLC, a Delaware limited liability company having a place of business at 25 1/2 East 61st Street, New York, New York 10021 ("Assignee"), Gargoyles, Inc., a Washington corporation having a place of business at 521 8th Street, S.W., Suite D, Auburn, Washington 98001 ("Gargoyles"), and Sungold Eyewear, Inc. a Washington corporation having a place of business at 521 8th Street, S.W., Suite D, Auburn, Washington 98001 ("Sungold," and collectively with Gargoyles, the "Borrowers").

WHEREAS, Assignor and Assignee entered into that certain Securities Purchase Agreement by and among Gargoyles, Inc., U.S. Bank National Association and Coda-Gargoyles, LLC, dated January 24, 2003 (the "Securities Purchase Agreement") pursuant to which Assignee obtained certain rights and security interests to the intellectual property assets of the Borrowers held as collateral by Assignor to secure indebtedness of the Borrowers (the "Collateral"); and

WHEREAS, the parties hereto now desire to the reflect the transfer of any security interests in the Collateral now held by Assignor and assignment of the intellectual property assets, including but not limited to the patents identified on Schedule A hereto (the "Patents") to Assignee by virtue of the Securities Purchase Agreement in a form suitable for recording with the United States Patent and Trademark Office;

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

- Assignor hereby assigns to Assignee any and all security interests, liens, rights claims or demands, of any kind whatsoever, which Assignor now has or might have in or to the Patents shown on Schedule A attached hereto, and incorporated herein by reference, by virtue of certain documents and agreements entered into dated April 7, 1997 and January 15, 1998, granting security interests in favor of Assignor by the Borrowers, or by virtue of any other security interest granted in favor of Assignor by the Borrowers on or after April 7, 1997 (collectively, the "Security Agreements & Interests").
- Assignor hereby sells, assigns and transfers to Assignee any right, title, and 2. interest in, to and under the Patents now held by Assignor and in all divisions, reissues, continuations, and extensions thereof (the "Patents"), and all rights and causes of action to recover past, present or future damages, royalties, fees, profits or other relief, including equitable and injunctive relief ensuing from infringement of the Patents. Assignor and Borrowers further represent and warrant that they have not transferred, assigned, hypothecated, or granted a security interest in the Patents to any third party other than any assignments previously made to Assignee under the Securities Purchase Agreement.

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Exhibit 8.2(xiv)

- Borrowers hereby expressly consent to the foregoing assignment of the Security Agreements & Interests and acknowledge and agree to be bound by and to perform, observe and be subject to all of the terms, covenants and conditions of, and all obligations they have under the Security Interests & Agreements, as though Assignee were the original party to the Security Interests & Agreements. Borrowers hereby expressly consent to the foregoing assignment of the Patents and acknowledge and agree to be bound by said assignment
- Assignor shall have no rights in, to, or under the Security Agreements & Interests 4. or the Patents after the date hereof and agrees not to assert any claims to the Collateral, including but not limited to, any claims to the Patents, or otherwise against the Borrowers or the Assignce; provided, however, that nothing contained herein shall be deemed to constitute a release of the Security Interests transferred hereunder to Assignee.
- Assignee represents and warrants to Assignor that it has not transferred or assigned any of the assets purchased from Assignor under the Securities Purchase Agreement.

U.S. BANK OF WHOME TON NATIONAL ASSOCIATION

By: Nema

Its:

The foregoing instrument was sworn to and subscribed before me this , 2003, by David C. Lavery Senier Vice Pros. of U.S. Bok Notes Associated, a natural books associations, on behalf of the corporation He/she is personally known to me or has produced \_

identification, as identification.

Notary Public Minnosota

(Print, Type or Stamp Commissioned Name of Notary Public)

dn.~z\_

From-Akerman Senterfitt

4-04

# CODA-GARGOYLES LLC

	By: Monaging Hember  Its: Managing Hember
STATE OF	)
COUNTY OF	) ss: )
The foregoing instrument, 2003, bya	was sworn to and subscribed before me this day of of corporation, on behalf of the corporation.
He/she is personally known to identification.	
	NOTARY PUBLIC, STATE OF XHEVRIJE SHALA NOTARY PUBLIC, State of New York No. 015:64935652 Qualified in New York County Commission Expires August 15, 2006.  (Print, Type or Stamp Commissioned Name of Notary Public)

Feb-24-04

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From-Akerman Senterfitt

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253-561-0434

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DEC 29 2003 (4:5) FR FULBRIGHT\*JAWORSKI 212 318 3111 TO 10223[021227217] P.05

Exhibit 8.2(xiv)

CARCOYLES, INC.

₿у: Name:

STATE OF

COUNTY OF ORCEO

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of man., 2003, by white L. Fapt of corporation, on behalf of the corporation. He/she (is personally known to me or hat produced

idemification) as identification.

FRANK E. KENNEDY COMMISSION # 204392 MY COMMISSION EXPIRES

(Print, Type or Stamp Commissioned Name of Notary Public)

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DEC 25 2000 (4:5) FR FOR BRIGHT\*JAWORSK! 212 310 3111 TO 1022310212272171 H.05

Exhibit 8.2(xiv)

SUNGOLD EYEWEAR, INC.

By: Name:

Its:

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this \_,2003, by Cynthin 1. Fare, corporation, on behalf of the corporation. Hersing is personally known to me or had produced identification) as identification.

(Print, Type or Stamp Commissioned Name of Notary Public)

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## Schedule A The Patents

- U.S. Patent No. 4,471,611 issued May 3, 1988 entitled EYEGLASSES ADAPTED FOR SPORTS AND PROTECTIVE USE;
- U.S. Patent No. 5,515,116 issued May 7, 1996 entitled REMOVEABLE EYEGLASS NOSEBRIDGE;
- U.S. Patent No. 5,587,747 issued December 24, 1996 entitled INTERCHANGEABLE EYEGLASS LENS SYSTEM;
  - U.S. Design Patent No. D371,383 issued July 2, 1996 entitled SUNGLASSES; and
  - U.S. Design Patent No. D381,674 issued July 29, 1997 entitled SPECTACLES.

{FT207387;1}

#### Exhibit 8.2(xiv.)

## Corrected Schedule A The Patents

- U.S. Patent No. 4,741,611 issued May 3, 1988 entitled EYEGLASSES ADAPTED FOR SPORTS AND PROTECTIVE USE;
- U.S. Patent No. 5,515,116 issued May 7, 1996 entitled REMOVEABLE EYEGLASS NOSEBRIDGE;
- U.S. Patent No. 5,587,747 issued December 24, 1996 entitled INTERCHANGEABLE EYEGLASS LENS SYSTEM;
  - U.S. Design Patent No. D371,383 issued July 2, 1996 entitled SUNGLASSES; and
  - U.S. Design Patent No. D381,674 issued July 29, 1997 entitled SPECTACLES.

{WP168749;1}