

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination and Release of Security Interest in Patent Rights

CONVEYING PARTY DATA

Name	Execution Date
The CIT Group/Business Credit, Inc.	12/22/2006

RECEIVING PARTY DATA

Name:	Rothandberg, Inc.
Street Address:	35 Hub Drive
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747

Name:	Marchon Eyewear, Inc.
Street Address:	35 Hub Drive
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747

Name:	Marchon International, Ltd.
Street Address:	35 Hub Drive
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747

Name:	Officemate Software Solutions, Inc.
Street Address:	35 Hub Drive
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747

Name:	Delta Add-Power Systems, Inc.
Street Address:	35 Hub Drive

OP \$160.00 D445821

PATENT

500199471

REEL: 018679 FRAME: 0278

City:	Melville
State/Country:	NEW YORK
Postal Code:	11747

Name:	R.B. Mexico, Inc.
Street Address:	35 Hub Drive
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	D445821
Patent Number:	6234627
Patent Number:	5042934
Patent Number:	5343259

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7609
 Email: ksolomon@stblaw.com
 Correspondent Name: Kirstie Howard, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1271
NAME OF SUBMITTER:	Kirstie Howard

Total Attachments: 3
 source=MarCITPR#page1.tif
 source=MarCITPR#page2.tif
 source=MarCITPR#page3.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENT RIGHTS**

TERMINATION AND RELEASE dated as of December 22, 2006, from THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation (the "Lender"), to ROTHANDBERG, INC., MARCHON EYEWEAR, INC., MARCHON INTERNATIONAL, LTD., OFFICEMATE SOFTWARE SOLUTIONS, INC., DELTA ADD-POWER SYSTEMS, INC., and R.B. MEXICO, INC., each a New York corporation with its principal place of business located at 35 Hub Drive, Melville, NY 11747 (the "Grantors").

WITNESSETH:

WHEREAS, pursuant to the Financing Agreement, dated as of December 23, 2004, made by the Grantors in favor of the Lender (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Lender in certain collateral, including the Patent Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Patent Rights dated as of December 23, 2004, among the Lender and Grantors (the "Security Agreement"), Grantors, by reference to the Collateral Agreement, each reaffirmed its intent to grant a Security Interest to the Lender specifically in certain Patent Collateral;

WHEREAS, the Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on January 11, 2005, at Reel 015583 and Frame 0062; and

WHEREAS, the Lender now desires to terminate and release the entirety of its Security Interest in the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Lender hereby states as follows:

1. Definitions. The term "Patent Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the patents listed on Schedule A hereto.

2. Release of Security Interest. The Lender hereby terminates, releases and discharges its Security Interest in the Patent Collateral, and any right, title or interest of the Lender in such Patent Collateral shall hereby cease and become void.

3. Further Assurances. The Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

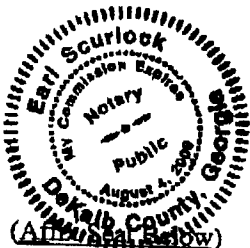
THE CIT GROUP/BUSINESS CREDIT, INC.

By: Kenneth B. Butke
Name: Kenneth B. Butke
Title: Vice President

STATE OF Georgia)
COUNTY OF DeKalb)

ss.:

On this 22 day of December, 2006, before me personally appeared Kenneth B. Butke to me known who, being by me duly sworn, did depose and say that he/she is Vice President of THE CIT GROUP/BUSINESS CREDIT, INC., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by THE CIT GROUP/BUSINESS CREDIT, INC.



Earl Scurlock
Notary Public

Schedule A

Issued U.S. Patents

Title	Patent Number
Eyeglass components	D445,821
Eyeglass devices with removable supplemental lens	6,234,627
Eyeglasses having special connections	5,042,934
Glasses	5,343,259