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U.S. DEPARTMENT OF COMMERCE
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PATENTS ONLY

5027-67

⑦

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

The Hilsinger Company

2. Name and address of receiving party(ies)

Name: General Electric Capital
Internal Address: Corporation, as agent

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): December 21, 2006

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

Street Address: 500 W. Monroe

City: Chicago

State: IL

Country: USA Zip: 60661

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and patents involved:

21

7. Total fee (37 CFR 1.21(h) & 3.41) \$

840

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

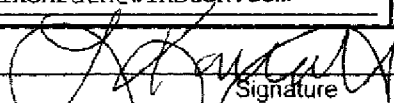
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:



Laura Konrath

Name of Person Signing

1/18/07

Date

Total number of pages including cover sheet, attachments, and documents: ☐

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$840.00 232428 60329729

Continuation
Item 4

Hilsinger U.S. Patent Properties - Security Agreement with GE Capital

Appl. No.	Filing Date	Patent No. / Publication No.	Issue / Publication Date	Title	Inventors
60/329,728	10/16/2001	Not applicable	Not applicable	Assembly for Attaching a Side Shield to an Eyewear Temple	Robert J. Nahmias
10/271,413	10/15/2002	6,715,873	4/6/2004	Eyewear Assembly with Side Shields and Method of Installing Same	Robert J. Nahmias
08/590,296	1/23/1996	5,862,529	1/26/1999	Device for Protecting Face and Eyes Against Projectile Impact	Donald E. Moodle Paul F. Vinger
09/006,263	1/13/1998	5,872,612	2/16/1999	Dual-Purpose Nose Pad Insert Assembly	Charles M. MacIntosh, Jr. Robert J. Woyton
29/101,752	3/10/1999	D420,886	2/22/2000	Pair of Tool Handles	Charles M. MacIntosh, Jr. Robert J. Woyton
60/545,568	2/18/2004	Not applicable	Not applicable	Tool for Facilitating the Adjustment of Rimless Eyewear	Cynthia L. Peck
11/043,295	1/26/2005	7,100,474	9/6/2006	Tool for Adjusting Rimless Eyewear	Cynthia L. Peck
11/424,641	5/16/2006	7,114,414	10/3/2006	Tool for Adjusting Rimless Eyewear	Cynthia L. Peck
09/537,975	3/28/2000	6,227,665	5/6/2001	Sport Eyeglasses Having Removable Lenses	Martin Pernicka Luc Blanchette
09/422,487	10/21/1999	6,053,612	4/25/2000	Multi-Purpose Eyeglass Retainer	Christian Noel Charles M. MacIntosh, Jr.
07/155,975	2/16/1998	4,806,008	2/21/1999	Nose Pad	Ernest P. Giordano Vincent F. Sordillo
09/133,778	8/12/1998	5,997,137	12/7/1999	Modular Eyewear Assembly	Arthur R. Hilsinger Jr.
10/013,899	12/11/2001	6,502,940	1/7/2003	Connection Mounting for Rimless Eyewear Lenses	Charles M. MacIntosh Jr. Charles M. MacIntosh Jr.
29/053,056	11/25/1996	D394,173	5/12/1998	Display Stand	Pierre Habib
29/086,030	4/3/1998	D403,537	1/5/1999	Display Stand	Pierre Habib
11/382,943	05/12/2006			Spring Bridge for Eyewear	Information not available on PAIR
29/246,819	5/12/2006			Spring Bridge for Eyewear	D. Michael Lennox
29/246,820	5/12/2006			Spring Bridge for Eyewear	D. Michael Lennox
29/246,821	5/12/2006			Spring Bridge for Eyewear	D. Michael Lennox
07/742,160	8/1/1991	5,133,737	7/28/1992	Surgical Grasping Instrument	Jerome T. Grismer
08/026,875	3/5/1993	5,303,428	4/19/1994	Combination of a Strap and of a Strap Spreader	Martin Pernicka

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 21, 2006, is made by the entity listed on the signature pages hereof ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 21, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

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

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the 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 Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) 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 Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent 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 Patent 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 Illinois.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

THE HILSINGER COMPANY
as Grantor

By: 

Name:

ROBERT F. NANNIAS

Title:

PRESIDENT

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

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Very truly yours,

THE HILSINGER COMPANY
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: PETER REIDENBACH
Title: DOLY AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of MA)
County of Norfolk) ss.

On this 19 day of December, 2006 before me personally appeared Robert J. Nahmias, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Hilsinger Company, 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.

Corinne F. Lema
Notary Public

[ACKNOWLEDGEMENT OF GRANTOR FOR PATENT SECURITY AGREEMENT]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Properties

Hilsinger U.S. Patent Properties - Security Agreement with GE Capital

Appl. No.	Filing Date	Patent No. / Publication No.	Issue / Publication Date	Title	Inventors
80/329,729	10/16/2001	Not applicable	Not applicable	Assembly for Attaching a Side Shield to an Eyewear Temple	Robert J. Nahmias
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07/155,975	2/18/1998	4,806,009	2/21/1999	Nose Pad	Vincent F. Sordillo Arthur R. Hilsinger, Jr.
09/133,778	8/12/1998	5,997,137	12/7/1999	Modular Eyewear Assembly	Charles M. Macintosh, Jr.
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11/382,943	05/12/2006			Spring Bridge for Eyewear	Information not available on PAIR
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07/742,160	8/1/1991	5,133,737	7/28/1992	Surgical Grasping Instrument	Jerome T. Grismer
09/026,875	3/5/1993	5,303,426	4/19/1994	Combination of a Strap and of a Strap Spreader	Martin Pernicka

PATENT

RECORDED: 01/18/2007

REEL: 018777 FRAME: 0856