

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Patent Rights
CONVEYING PARTY DATA	
Name	Execution Date
Wilmington Trust Company, as Second Lien Collateral Agent	12/19/2007
RECEIVING PARTY DATA	
Name:	AAi.FosterGrant, Inc.
Street Address:	c/o FGX International Inc.
Internal Address:	500 George Washington Highway
City:	Smithfield
State/Country:	RHODE ISLAND
Postal Code:	02917
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D358319
Patent Number:	D345097
Patent Number:	D379410
CORRESPONDENCE DATA	
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Address Line 4:	New York, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	509265/1162
NAME OF SUBMITTER:	Mindy M. Lok

OP \$120.00 D358319

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PATENT  
REEL: 020309 FRAME: 0089

Total Attachments: 4

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**PATENT**

**REEL: 020309 FRAME: 0090**

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

TERMINATION AND RELEASE dated as of December 19, 2007, WILMINGTON TRUST COMPANY, a Delaware banking corporation, as Second Lien Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to AALFOSTERGRANT, INC., a Rhode Island corporation, and its subsidiary QUANTUM OPTICS, INC. (collectively, the "Obligors").

WITNESSETH:

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, dated as of December 9, 2005, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent 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 9, 2005, among the Agent and the Obligors (the "Security Agreement"), the Obligors, by reference to the Collateral Agreement, reaffirmed Obligors' intent to grant a Security Interest to the Agent specifically in certain Patent Collateral;

WHEREAS, the Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on February 1, 2006, at Reel 017097 and Frame 0959; and

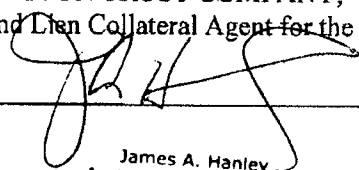
WHEREAS, the Obligors have requested that the Agent terminate and release the entirety of its Security Interest in the Patent Collateral;

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 Agent 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 (including, without limitation, those items listed on Schedule A hereto). The term "Patents" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Patent Collateral, and any right, title or interest of the Agent in such Patent Collateral shall hereby cease and become void.
3. Further Assurances. The Agent 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.

WILMINGTON TRUST COMPANY,  
as Second Lien Collateral Agent for the Lenders

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

James A. Hanley  
Assistant Vice President

*[SIGNATURE PAGE TO TERMINATION OF SECOND LIEN SECURITY INTEREST IN PATENT RIGHTS]*

STATE OF DE )  
COUNTY OF New Castle )

ss.:

On this 18 day of December 2007, before me personally appeared James A. Hardy to me known who, being by me duly sworn, did depose and say that he/she is President of Wilmington Trust Company, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Wilmington Trust Company.

Patricia W. Zink  
Notary Public

(Affix Seal Below)

**PATRICIA W. ZINK**  
Notary Public - State of Delaware  
My Comm. Expires July 12, 2009

[NOTARIZATION PAGE TO TERMINATION OF SECOND LIEN SECURITY INTEREST IN PATENT RIGHTS]

Schedule A

**U.S. Patent Registrations and Applications**

<b>PATENT</b>	<b>APP./ISSUE NO.</b>	<b>OWNER</b>
Design	D371,383	QUANTUM OPTICS, INC.
Design	D381,674	QUANTUM OPTICS, INC.
Utility	5,587,747	QUANTUM OPTICS, INC.
Utility	5,515,116	QUANTUM OPTICS, INC.
Design	D358,319	ACCESSORIES ASSOCIATES, INC.
Design	D345,097	ACCESSORIES ASSOCIATES, INC.
Design	D379,410	ACCESSORIES ASSOCIATES, INC.