

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

GRANT OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
Vivitar Corporation	07/09/2008

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC, as collateral agent
Street Address:	Two Greenwich Plaza
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830

PROPERTY NUMBERS Total: 31

Property Type	Number
Patent Number:	6700557
Patent Number:	6714179
Patent Number:	6717561
Patent Number:	6727872
Patent Number:	6731257
Patent Number:	6738056
Patent Number:	6744415
Patent Number:	6744443
Patent Number:	6756963
Patent Number:	6762738
Patent Number:	6801213
Patent Number:	6825909
Patent Number:	6829027
Patent Number:	6850218
Patent Number:	6864861

PATENT

500591237

REEL: 021230 FRAME: 0062

CH \$1240.00 6700557

Patent Number:	6867839
Patent Number:	6888583
Patent Number:	6890786
Patent Number:	6972745
Patent Number:	6999052
Patent Number:	7161570
Patent Number:	D252539
Patent Number:	D271210
Patent Number:	D275573
Patent Number:	D329863
Patent Number:	D330039
Patent Number:	D331251
Patent Number:	D360217
Patent Number:	D402651
Patent Number:	D429253
Patent Number:	RE32923

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Email: watt.wanapha@srz.com
 Correspondent Name: Watt Wanapha, Esq.
 Address Line 1: 919 Third Avenue
 Address Line 2: 22nd Floor
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	051511.0060
NAME OF SUBMITTER:	Watt Wanapha, Esq. (051511.0060)

Total Attachments: 5
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GRANT OF A SECURITY INTEREST -- PATENTS

WHEREAS, Vivitar Corporation (the "**Grantor**") holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "**Patents**");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated July 9, 2008 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "**Security Agreement**"), in favor of Silver Point Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "**Grantee**"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "**Collateral**"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 9, 2008.

VIVITAR CORPORATION

By: [Signature]

Name: Greg Rayburn

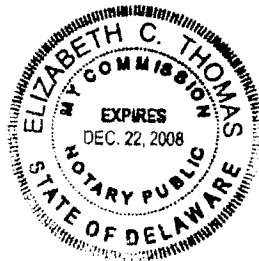
Title: Interim Chief Executive Officer

STATE OF Delaware

COUNTY OF New Castle ^{SS.:}

On this 8th day of July, 2008, before me personally came Greg Rayburn to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Interim CEO of Vivitar Corporation, a California Corporation, and that s/he executed the foregoing instrument in the firm name of _____, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

[Signature: Elizabeth C. Thomas]



Grant of Security Interest - Patents

PATENT
REEL: 021230 FRAME: 0065

SCHEDULE A

10708030.1

Vivitar Corporation Patents

PHX 328,283,887v2 6-26-08

PATENT
REEL: 021230 FRAME: 0067

PATENT - 6700557
PATENT - 6714179
PATENT - 6717561
PATENT - 6727872
PATENT - 6731257
PATENT - 6738056
PATENT - 6744415
PATENT - 6744443
PATENT - 6756963
PATENT - 6762738
PATENT - 6801213
PATENT - 6825909
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PATENT - 6999052
PATENT - 7161570
PATENT - D252539
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