

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Altair Holding Company	08/14/2008
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6139141
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-7976
Email:	ksolomon@stblaw.com
Correspondent Name:	Mindy M. Lok, 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:	509265/1410
NAME OF SUBMITTER:	Mindy M. Lok
Total Attachments: 7 source=AltHoPSI#page1.tif source=AltHoPSI#page2.tif source=AltHoPSI#page3.tif source=AltHoPSI#page4.tif	

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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of August 14, 2008 is made by Altair Holding Company, a California corporation, located at 3333 Quality Drive (MS-163), Rancho Cordova, CA 95670 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of August 14, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among VSP Holding Company, Inc., a Delaware corporation and parent of the Grantor, and Altair Holding Company, a California corporation (together with VSP Holding Company, Inc., the "Borrowers"), the Lenders, the Agent, Bank of America, N.A., Wachovia Bank N.A. and RBS Citizens, N.A., as Documentation Agents, and Union Bank of California, N.A. and Wells Fargo Bank, N.A., as Syndication Agents.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Grantor and certain other subsidiaries of the Borrowers have executed and delivered a Guarantee and Collateral Agreement, dated as of August 14, 2008, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and

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convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this ____ day of August, 2008.

ALTAIR HOLDING COMPANY,
as the Grantor

By: 

Name: Thomas Allan Fessler

Title: Authorized Signatory

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____

Name:

Title:

PATENT GRANT OF SI SIGNATURE PAGE- ALTAIR HOLDING COMPANY

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this ____ day of August, 2008.

ALTAIR HOLDING COMPANY,
as the Grantor

By: _____
Name:
Title:

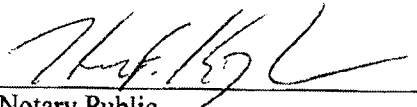
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: ALICIA T. SCHREIBSTEIN
Title: VICE PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 15th day of August, 2008, before me personally came Thomas Allan Fessler, who is personally known to me to be the Authorized Signatory of Altair Holding Company, a California corporation; who, being duly sworn, did depose and say that he is the Authorized Signatory in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

(PLACE STAMP AND SEAL ABOVE)

HERBERT F. KOZLOV
Notary Public, State of New York
No. 02KO4822110
Qualified in Westchester County
Commission Expires Aug. 31, 2010


PATENT GRANT OF SI SIGNATURE PAGE- ALTAIR HOLDING COMPANY

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Nw Yrk)
) ss
COUNTY OF Nassau)

On the 16th day of Septemr, 2008, before me personally came Mica Schriber who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A.; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

JOHN K. BUOZYNSKI
Notary Public, State of New York
No. 01804982433
Qualified in Nassau County
Commission Expires June 03, 20 11



Notary Public

(PLACE STAMP AND SEAL ABOVE)

PATENT GRANT OF SI SIGNATURE PAGE- ALTAIR HOLDING COMPANY

SCHEDULE A

U.S. Patents and Patent Applications

<u>Patent/Patent Application</u>	<u>Patent No./Application No.</u>	<u>Issue Date/Filing Date</u>
Auxiliary Eyeglasses with Magnetic Clips	6139141	October 31, 2000

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