

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Corinne McCormack, Inc.	11/25/2009
RECEIVING PARTY DATA	
Name:	SunTrust Bank, as Administrative Agent
Street Address:	303 Peachtree Street N.E.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	D454686
Patent Number:	D431905
Patent Number:	D439738
Patent Number:	D478836
Patent Number:	6688507
Patent Number:	D470307
Patent Number:	D468535
CORRESPONDENCE DATA	
Fax Number:	(404)572-5128
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404-572-2533
Email:	jbalcita@kslaw.com
Correspondent Name:	King & Spalding LLP
Address Line 1:	Jeffrey P. Balcita
Address Line 2:	1180 Peachtree Street
Address Line 4:	Smyrna, GEORGIA 30309

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PATENT
REEL: 023594 FRAME: 0144

CH \$280.00 D454686

ATTORNEY DOCKET NUMBER:	52990.015830
NAME OF SUBMITTER:	Jeffrey P. Balcita
Total Attachments: 6 source=04 - Patent Security Agreement - FGX (Corinne McCormack - 11-25-09) (5)#page1.tif source=04 - Patent Security Agreement - FGX (Corinne McCormack - 11-25-09) (5)#page2.tif source=04 - Patent Security Agreement - FGX (Corinne McCormack - 11-25-09) (5)#page3.tif source=04 - Patent Security Agreement - FGX (Corinne McCormack - 11-25-09) (5)#page4.tif source=04 - Patent Security Agreement - FGX (Corinne McCormack - 11-25-09) (5)#page5.tif source=04 - Patent Security Agreement - FGX (Corinne McCormack - 11-25-09) (5)#page6.tif	

Patent Security Agreement

THIS PATENT SECURITY AGREEMENT, dated as of November 25, 2009, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of December 19, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among FGX International Inc., a Delaware corporation (the "Borrower"), FGX International Holdings Limited, FGX International Limited, the lenders from time to time parties thereto, and the Administrative Agent.

WITNESSETH:

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

WHEREAS, the Grantor has agreed, pursuant to that certain Guaranty and Security Agreement, dated as of December 19, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to continue to make their respective extensions of credit under the Credit Agreement, the Grantor hereby agrees with the Administrative 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. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 (the "Patent Collateral"):

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

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

(iii) 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 Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Patent 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.

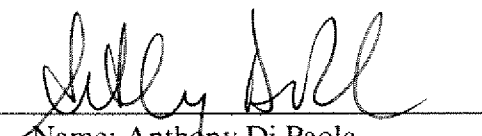
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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,

CORINNE MCCORMACK, INC.
as Grantor

By: 
Name: Anthony Di Paola
Title: EVP, CFO and Treasurer

[Signature Page to Patent Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

State of RHODE ISLAND)
County of PROVIDENCE) ss.

On this 20th day of November, 2009 before me personally appeared Anthony Di Paola, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Corinne McCormack, Inc., 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.



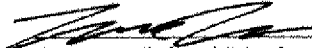
Notary Public

J. J. GIGUERE
COMMISSION Exp. 10-20-10

[ACKNOWLEDGEMENT OF GRANTOR FOR PATENT SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: 
Name: Michael Vegh
Title: Vice President

[Signature Page to Patent Security Agreement]

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

U.S. PATENTS

TITLE	PATENT	PATENT NO. /DATE	STATUS/ NEXT DEADLINE	OWNERSHIP
Eyeglass Case	Design	D454686 / 03/26/2002		Corinne McCormack, Inc.
Watch and Jewelry Case	Design	D431905 / 10/17/2000		Corinne McCormack, Inc.
Eyeglass Case	Design	D439738 / 4/3/2001		Corinne McCormack, Inc.
Heart Shaped Eyeglass Holding Rings	Design	D478836 / 8/26/2003		Corinne McCormack, Inc.
Eyeglass Holding Device	Utility	6688507 / 2/10/2004		Corinne McCormack, Inc.
Eyeglass Holding Ring	Design	D470307 / 2/18/2003		Corinne McCormack, Inc.
Multiple Compartment Carrying Case	Design	D468535 / 1/14/2003		Corinne McCormack, Inc.