

4/2/04

REC'D

04-06-2004



102714233

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

PNC Bank, National Association

- Individuals Association
- General Partnership Limited Partnership
- Corporate-State
- Other National Association

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: March 15, 2004

2. Name and address of receiving party(ies)

Name: HIG Recovery Fund II, Inc.

Internal Address: _____

Street Address: 1001 South Bayshore Drive, Suite 2700

City: Miami State: FL ZIP 33131

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Delaware Corporation

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from assignment)

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

4. Application number(s) or trademark number(s):

A. Trademark Application No(s):

B. Trademark Registration No(s):

See attached Schedule D

Additional numbers attached? Yes No

OFFICE OF THE COMMISSIONER OF PATENT AND TRADEMARK OFFICE
APR -2 PM 12:58
OFFICE OF THE COMMISSIONER OF PATENT AND TRADEMARK OFFICE

5. Name and address of party to whom correspondence Concerning document should be mailed:

Name: Trademark Administrator
Address: GREENBERG TRAUIG, LLP
One International Place
Boston, MA 02110

6. Total number of applications and trademarks involved: [34]

7. Total fee (37 CFR 3.41) \$1,360.00

- Enclosed
- The Commissioner is authorized to charge Deposit Account No: 50-2678, Reference No. 16532.031200.
- The Commissioner is hereby authorized to charge any additional fees that may be due, or to credit any overpayment to Deposit Account No: 50-2678, Reference No. 16532.031200.

04/06/2004 ECDOPER 00000040 2350634

01 FU:8521 40.00 DA
02 FU:8522 825.00 DA

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James F. Ewing, Reg. No. 52,875

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [8]

04/06/2004 ECDOPER 00000040 502678 2350634

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK AND PATENT

Whereas **LANTIS EYEWEAR CORPORATION**, a corporation of the State of New Jersey, having its principal place of business located at 755 Secaucus Road, Secaucus, New Jersey 07094 (hereinafter, the “**Pledgor**”), has granted a lien and security interest on trademarks, trademark applications, and patents to **PNC BANK, NATIONAL ASSOCIATION**, (hereinafter, “**PNC**”), a national banking association having a location at Two Tower Center Boulevard, East Brunswick, New Jersey 08816, as Agent for each of the financial institutions named in or which hereafter become a party to that certain Third Amended and Restated Loan and Security Agreement, dated as of October 27, 1999 as amended by that certain First Amendment to Loan Documents, dated as of September 30, 2000, Second Amendment to Loan Documents, dated as of October 26, 2000, Third Amendment to Loan Documents and Waiver Agreement, dated as of January 26, 2001, and Fourth Amendment to Loan Documents and Waiver Agreement dated as of October 1, 2001, and as affected by that certain Amended and Restated Forbearance Agreement dated as of August 1, 2003 (as same has been and may in the future be amended, modified, supplemented, renewed, restated or replaced, (hereinafter, the “**Loan Agreement**”), between the Pledgor, the Lenders referred to therein and Agent.

Whereas PNC has been granted a lien and security interest on the Trademarks and Trademark applications by Pledgor as set forth on **Schedule D** (hereinafter, “**the Trademarks**”) and the Patents set forth on **Schedule E** (hereinafter, “**the Patents**”) pursuant to the Loan Agreement.

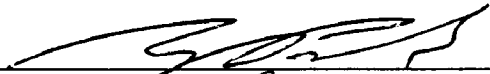
Whereas **HIG RECOVERY FUND II, INC.**, (hereinafter, “**HIG**”) a Delaware corporation, is successor-in-interest to PNC, the Agent as defined in the Loan Agreement, pursuant to that certain Assignment and Assumption of Loan Assets dated of even date herewith and as affected by that certain Second Amended and Restated Forbearance Agreement also dated even herewith between PNC and HIG.

Now therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, PNC hereby assigns to HIG, its successors and assigns its lien and security interest in the Trademarks and the Patents listed on **Schedule D** and **Schedule E**, respectively, and attached hereto.

[signatures follow on the next page]

Date: March 15 2004

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Ryan Reak
Title: Senior Vice President

Date: _____

**HIG RECOVERY FUND II, INC., a
Delaware corporation**

By: _____
Name: Charles Hanemann
Title: President

Date: _____

Date: _____

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name:

Title:

Date: March 15 2004

HIG RECOVERY FUND II, INC., a
Delaware corporation

By:  _____

Name: Charles Hanemann

Title: President

Date: _____

Schedule D

Mark	Type	Reg/Serial No.
AMBERTEK	US Trademark	2,350,634
AUTOBAHN	US Trademark	2,727,629
BOOKMATES	US Trademark	2,654,667
CLIQUE	US Trademark	2,472,007
COMFORT-SOFT	US Trademark	2,759,175
CYBEROPTICS	US Trademark	2,466,024
EASY-FLEX	US Trademark	2,672,509
EDITOR'S CHOICE	US Trademark	1,877,501
EYE.D	US Trademark	2,423,797
EYE.D. OLOGY	US Trademark	78/221,323
FAMILY OPTICS	US Trademark	1,900,378
FX	US Trademark	2,201,103
FX KIDS	US Trademark	2,580,994
GO-GO'S	US Trademark	2,188,237
GREENSEEKER	US Trademark	2,263,386
INTRIGUE	US Trademark	2,409,292
LENSES FOR DRIVING	US Trademark	2,248,788
METROPOLITAN	US Trademark	2,108,854
PLAYERS	US Trademark	2,358,446
PRIVATE ISSUE	US Trademark	2,396,313
ROAD (design)	US Trademark	2,386,754
S (and design)	US Trademark	2,080,959
SAFETY ZONE	US Trademark	2,392,657
SOLAR ECLIPSE	US Trademark	2,109,357
SOLAR ECLIPSE(design)	US Trademark	1,600,582
SOLARGENICS	US Trademark	1,449,476
SOLARGENICS	US Trademark	1,527,659
SOLARVISION	US Trademark	1,758,076
SUCCESS	US Trademark	2,432,121
UNITED VISION	US Trademark	2,739,080
US1	US Trademark	2,432,122
V	US Trademark	2,292,154

Mark	Type	Reg/Serial No.
WHAT YOU DON'T SEE CAN HURT YOU	US Trademark	1,482,191
ZEOLYTE	US Trademark	2,169,581
FAMILY OPTICS	Canadian Trademark	TMA582,705
GREENSEEKER	Canadian Trademark	TMA532,504
LANTIS EYEWEAR	Canadian Trademark	TMA575,206
SOLARGENICS	Canadian Trademark	TMA553,169
SOLARGENICS	Community Trademark	000959312

Schedule E

US Patent	Inventor(s)	Title
D402,306	Lucas, <i>et al.</i>	TEMPLE PIECE FOR EYEWEAR
D402,682	Lucas	EYEWEAR
D404,056	Lucas and Mays	EYEWEAR
D421,450	Lucas	EYEWEAR
D426,998	Kidd, <i>et al.</i>	EYEWEAR DISPLAY PANEL
D436,265	Kidd, <i>et al.</i>	EYEWEAR MERCHANDISING UNIT

102416v1