

10-12-1999

WRD
10.6.99



101166142

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
09 27 99

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization

10/07/1999 JSHBAZZ 00000010 061818 1800476

FOR OFFICE USE ONLY

01 FC:481

40.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001972 FRAME: 0630

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

| | | |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

| | | |
|--------------------------------------|----------------------|----------------------|
| <input type="text" value="1800476"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Daphne Gronich

OCTOBER 4, 1999

Name of Person Signing

Signature

Date Signed

**RELEASE OF
COLLATERAL ASSIGNMENT**

Reference is hereby made to that certain Collateral Assignment dated as of April 3, 1996, between Optical Radiation Corporation ("**Mortgagor**") and NationsBank, N.A.¹ ("**Mortgagee**"), and executed on April 3, 1996, which was recorded in the United States Patent and Trademark Office on July 11, 1996 under Reel 1467, Frame 0463 ("**Mortgage**"), pursuant to which Mortgagor mistakenly assigned and granted to Mortgagee a security interest in and to Registration Number 1,800,476 ("**Collateral**"), which Trademark Registration was, in fact, owned by Twentieth Century Fox Film Corporation, not Mortgagor. Said Trademark Registration was included as one of 46 in a list of Registrations assigned from Mortgagor to Mortgagee.

Attached hereto as Exhibit A is a copy of the Collateral Assignment, as recorded with the United States Patent and Trademark Office. Registration Number 1,800,476 is included on page three of this document.

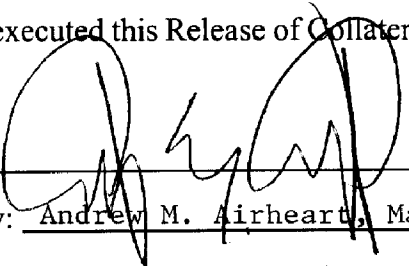
Attached hereto as Exhibit B is a copy of the original assignment of Registration Number 1,800,476 from Optical Radiation Corporation to Twentieth Century Fox Film Corporation, as recorded with the United States Patent and Trademark Office on December 23, 1994 under Reel 1266, Frame 0441.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee hereby releases and terminates any and all security interest and any other rights it may have in the Collateral, and confirms that Twentieth Century Fox Film Corporation is the rightful owner, by prior assignment from Mortgagor, of all of right, title and interest in and to the Collateral.

Mortgagee represents and warrants to Mortgagor and Twentieth Century Fox Film Corporation that it has not previously conveyed, granted, transferred, encumbered, hypothecated or otherwise pledged or disposed of any of the rights, title or interest granted to Mortgagee under the Mortgage to the Collateral to any party other than Twentieth Century Fox Film Corporation.

IN WITNESS WHEREOF, the undersigned has executed this Release of Collateral Assignment as of September, 27, 1999.

Date of Execution: September 27, 1999.



By: Andrew M. Airheart, Managing Director
Bank of America, N.A., ("**Mortgagee**")
as Agent

¹NationsBank, N.A. is predecessor in interest to, and is now known as, Bank of America, N.A.

In the State of North Carolina)
County of Mecklenburg) SS

On September, 27, 1999, before me, Emily A. Sample
(Name of Notary)

personally appeared, Andrew M. Airheart, Managing Director
(Name and Title of Signer)

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Emily A Sample (Seal)

My Commission Expires October 6, 2002

73P

FORM PTO-1584
1-11-92

MAD 7-11-96

REC
TF

07-11-1996



100245037

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

JUL 11 1996

SCRIPT ACTING, DIV.

Tab settings <<<< ▾

To the Honorable Commissioner of Patents

Send original documents or copy thereof.

1. Name of conveying party(ies):
Optical Radiation Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

2. Name and address of receiving party(ies):
Name: NationsBank, N.A., as Agent*

Internal Address: One Independence Center,
15th Floor

Street Address: _____

City: Charlotte State: NC ZIP: 28255

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other National Banking Association

*If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No
 *See Schedule I attached hereto and incorporated herein.

3. Nature of conveyance:
 Assignment Merger
 Security Agreement / Collateral Assignment Change of Name
 Other _____

Execution Date: April 3, 1996

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See Schedule II attached hereto and incorporated herein.

Additional numbers attached? Yes No

B. Trademark registration No.(s)
See Schedule II attached hereto and incorporated herein.

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kimberly B. Page
Internal Address: _____
Smith Helms Mulliss & Moore LLP
Street Address: 214 N. Church Street
City: Charlotte State: NC ZIP: 28202

6. Total number of applications and registrations involved: 46

7. Total fee (37 CFR 3.41): \$ 1165.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

160 DM 08/22/96 1290857
160 DM 08/22/96 1290857

2 481 \$9.00 LN
2 482 1,125.00 LN

RECEIVED
JUL 11 1996
ASSIGNMENT DIVISION

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.

Wade M. Kennedy Wade M. Kennedy 6-24-96
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: _____

Schedule I to
Recordation Form Cover Sheet
Trademarks Only

[Item 2, Continued]

LIST OF LENDERS

- (1) **NATIONSBANK, N.A.**
Independence Center, 15th Floor
Charlotte, North Carolina 28255
- (2) **EUROPEAN AMERICAN BANK**
335 Madison Avenue, 17th Floor
New York, New York 10017
- (3) **NATIONAL CITY BANK, KENTUCKY**
101 South Fifth Street
Louisville, Kentucky 40202
- (4) **ANY OTHER PARTY THAT IS A LENDER,
FROM TIME TO TIME, PURSUANT TO THE CREDIT AGREEMENT**

TRADEMARK
REEL: 1467 FRAME: 0464

TRADEMARK
REEL: 001972 FRAME: 0635

Schedule II to
Recordation Form Cover Sheet
Trademarks Only

[Item 4, Continued]

LIST OF TRADEMARKS

| <u>TRADEMARK NAME</u> | <u>APP. NO.</u> | <u>REG. NUMBER</u> |
|-----------------------------------|-----------------|--------------------|
| ARC-901 | 440,235 | 1,290,857 |
| CDS | | 1,650,628 |
| CENTURY | 73/834,190 | 1,664,745 |
| CINEMA DIGITAL SOUND | 74/016,771 | 1,652,198 |
| CINEMASCOPE | 74/124,167 | 1,800,476 |
| ENCHANTE | 74/272,705 | 1,746,115 |
| FOCALITE | 74/272,704 | 1,741,085 |
| KERASCAN | 74/420,585 | |
| LENSES YOU CAN'T GET IN AN HOU | 74/104,344 | 1,730,722 |
| LIDS | 74/169,436 | 1,731,996 |
| LINE FREE PROGRESSIVE LENS and | 73/677,061 | 1,624,495 |
| LITE STYLE LENSES | | 1,717,706 |
| LITESTYLE | 73/550,332 | 1,384,122 |
| LITESTYLE LENSES and design | 74/108,286 | 1,663,267 |
| LITWEIGHTS | 74/129,504 | 1,739,526 |
| MASTERVUE | | 1,873,665 |
| MEMORYLENS | 74/052,655 | 1,637,512 |
| MIRAGE | 74/237,905 | |
| MIRAGE 2000 | 74/273,615 | |
| MULTIVUE | 74/420,582 | 1,866,620 |
| NIOPTICS | 38,795 | 1,035,239 |
| OG and Design | 74/273,624 | 1,746,228 |
| OMEGA OPTICAL COMPANY | | 1,672,871 |
| OMEGA | | 1,071,792 |

TRADEMARK
REEL: 1467 FRAME: 0465

TRADEMARK
REEL: 001972 FRAME: 0636

Schedule II to
Recordation Form Cover Sheet
Trademarks Only

[Item 4, Continued]

LIST OF TRADEMARKS

| <u>TRADEMARK NAME</u> | <u>APP. NO.</u> | <u>REG. NUMBER</u> |
|-----------------------------------|-----------------|--------------------|
| OPTI-BEAM | | 1,299,325 |
| OPTIMAX | 73/299,133 | 1,193,088 |
| ORCOLITE | 312,675 | 1,192,739 |
| ORCOLITE | 73/312,675 | 1,192,739 |
| POLAR POLY | 74/686,001 | |
| POLY TX3 | 74/079,441 | 1,648,031 |
| POLY TX3 | 74/047,612 | |
| POLYTX3 | 74/043,263 | 1,634,713 |
| QUICKVUE | 74/420,584 | 1,879,570 |
| SMART TOPOGRAPHY | 74/421,055 | 1,865,456 |
| THE OMEGA GROUP | | 1,672,870 |
| TOMORROW'S TECHNOLOGY TODAY | unknown | |
| TUFF STUFF | 75/023,163 | |
| ULTRA LIFESTYLE | 74/166,894 | 1,688,859 |
| ULTRA LIFESTYLE LENSES & Desig | 74/166,893 | 1,701,511 |
| ULTRA-STAR | 73/588,247 | 1,426,376 |
| USA | 74/121,344 | 1,697,150 |
| UV-400 | 73/242,086 | 1,153,788 |
| ARC-901 | | 70,562 |
| NIOPTICS | Renewed | 52,725 |
| ORCOLITE | Renewed | 51,574 |
| ORCO and Design | Registered | 46,017 |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 3rd day of April, 1996 by EACH OF THE UNDERSIGNED DIRECT OR INDIRECT SUBSIDIARIES OF THE BORROWER (each a "Grantor" and collectively the "Grantors") in favor of NATIONSBANK, N.A., a national banking association, as Agent (the "Agent") for each of the lenders now or hereafter party to the Credit Agreement (as defined below) (the "Lenders" and collectively with the Agent the "Secured Parties"). All capitalized terms used and not otherwise defined herein shall have the respective meanings assigned thereto in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, the Agent and the Lenders have agreed to provide BEC Group, Inc. (the "Borrower") certain term loan, revolving credit and letter of credit facilities pursuant to the terms of that certain Credit Agreement among the Borrower, the Agent and the Lenders dated as of April 3, 1996 (as from time to time amended, supplemented or replaced, the "Credit Agreement");

WHEREAS, each Grantor has entered into that certain Subsidiary Guaranty Agreement of even date herewith (the "Subsidiary Guaranty") pursuant to which it has jointly and severally guaranteed payment and performance of the Borrower's obligations under the Credit Agreement; and

WHEREAS, each of the Grantors is, directly or indirectly, a wholly-owned Subsidiary of the Borrower; and

WHEREAS, the Grantors will materially benefit from the Borrower and the Secured Parties entering into the Credit Agreement, the making of loans and advances to, and the issuance of letters of credit on behalf of, the Borrower as contemplated thereby; and

WHEREAS, as collateral security for payment and performance of its obligations under the Subsidiary Guaranty, each Grantor is willing to grant to the Agent for the benefit of the Secured Parties a security interest in the assets described herein; and

WHEREAS, the Secured Parties are unwilling to enter into the Loan Documents unless the Grantors enter into this Agreement;

NOW, THEREFORE, in order to induce the Secured Parties to enter into the Loan Documents and in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of the following (collectively, the "Collateral"):

(a) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign patents and patent applications (including without limitation the patents and patent applications identified on Schedule I attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(b) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof (including without limitation each trademark, trade name, trade dress, registration and application identified in Schedule II attached hereto and incorporated herein by reference) and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark (collectively, the "Trademarks");

(c) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright applications (including without limitation the copyrights and copyright applications identified on Schedule III attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Copyrights");

(d) All license agreements regarding Patents, Trademarks or Copyrights with any other party, whether such Grantor is a licensor or licensee under any such license agreement (including without limitation the licenses listed on Schedule IV attached hereto and incorporated herein by

reference), and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by such Grantor and now or hereafter covered by such licenses (collectively, the "Licenses")); and

(e) all proceeds of any of the foregoing.

In addition, each Grantor has executed in blank and delivered to the Agent an assignment of licenses and federally registered trademarks and copyrights (the "IP Assignment") owned by it, if any, in substantially the form of Exhibit A hereto. Each Grantor hereby authorizes the Agent to complete as Assignee and record with the United States Patent and Trademark Office (the "PTO") and United States Copyright Office (the "Copyright Office") each IP Assignment upon the occurrence of an Event of Default and acceleration of the Obligations under the Credit Agreement.

Section 2. Security for Obligations. The security interests granted under this Agreement (the "Security Interests") by each Grantor secure the payment of all obligations of such Grantor under, in respect of or in connection with this Agreement, the Subsidiary Guaranty and each other Loan Document to which such Grantor is or becomes a party (all such obligations being the "Secured Obligations").

The Security Interests granted by this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Lenders, in other assets of each Grantor pursuant to the other Loan Documents.

Section 3. Collateral Assignment. In addition to, and not in limitation of, the grant of a security interest in the Trademarks, Copyrights and Licenses in Section 1 above, each Grantor hereby grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Lenders, the Assignor's entire right, title and interest in and to the Trademarks, Copyrights and Licenses; provided, that such grant, assignment, transfer and conveyance shall become effective only at the election of the Agent after the occurrence of an Event of Default and acceleration of the Obligations under the Credit Agreement. The Grantor hereby agrees that after the occurrence of an Event of Default and acceleration of the Obligations under the Credit Agreement the use by the Agent of any of the Trademarks, Copyrights and Licenses shall be without any liability for royalties or other related charges from the Agent to any Grantor.

Section 4. Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, such Grantor will promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable, or that the

Agent may reasonably request, in order to (i) continue, perfect and protect any Security Interest granted or purported to be granted hereby, (ii) perfect the Agent's (for the benefit of the Lenders) Security Interest in and assign to the Agent, for the benefit of the Lenders, as security for the repayment and satisfaction of the Secured Obligations, all Collateral located in any foreign jurisdiction, and (iii) enable the Agent, for the benefit of the Lenders, to exercise and enforce its rights and remedies hereunder with respect to any part of the Collateral. Without limiting the generality of the foregoing, each Grantor will execute and file (with the appropriate governmental offices, authorities, agencies and regulatory bodies in the United States and any applicable foreign jurisdiction) such supplements to this Agreement and such financing or continuation statements, or amendments thereto, and such other instruments or notices, including executed IP Assignment, with the PTO and the Copyright Office, as may be necessary or desirable, or as the Agent, on behalf of the Lenders, may reasonably request, in order to perfect and preserve the Security Interests granted or purported to be granted hereby.

(b) Each Grantor hereby authorizes the Agent, on behalf of the Lenders, upon the occurrence and during the continuation of an Event of Default, to file, where permitted by law, one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of such Grantor. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Agent, on behalf of the Lenders, from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent, on behalf of the Lenders, may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it have or obtain an ownership interest in any United States or foreign patent or patent application that is not now identified on Schedule I, any trademark or trademark application that is not now identified on Schedule II or any copyright or copyright application that is not now identified on Schedule III or any license agreement in respect of any patent, trademark or copyright that is not now identified on Schedule IV: (i) the provisions of this Agreement shall automatically apply to such item, and such item shall automatically become part of the Collateral; and (ii) such Grantor shall, within three months after acquiring or becoming aware of such ownership interest, (A) give written notice thereof to the Agent and, (B) with

respect to material Trademarks, cause such Trademarks to be properly registered with the PTO, (C) with respect to material copyrights, cause such copyrights to be registered with the United States Copyright Office and (D) with respect to patents and patent applications and trademarks and trademark applications, prepare, execute and file in the PTO or if appropriate in the equivalent agencies in any foreign jurisdiction, within the requisite time period, all documents that are known by such Grantor to be necessary or that the Agent, on behalf of the Lenders, reasonably requests in order to perfect the Security Interest of the Agent, on behalf of the Lenders, therein. Each Grantor authorizes the Agent, on behalf of the Lenders, to execute and file such a document in the name of such Grantor if such Grantor fails to do so.

(e) Each Grantor agrees that should any of its Subsidiaries (other than a corporation which is a party hereto and whether now or hereafter existing) obtain any ownership interest in any United States or foreign patent or patent application, trademarks or trademark application, trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof, such Grantor shall either cause such corporation (i) to become a party to the Subsidiary Guaranty and a party hereto, or (ii) to transfer and assign all such corporation's ownership interests therein to such Grantor, whereupon the provisions of subsection (d) of this Section 8 shall be applicable thereto.

(f) To the extent necessary or economically desirable in the conduct of its business, each Grantor agrees: (i) to take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof or in any court, to maintain and pursue each patent application now or hereafter included in the Collateral and to maintain each patent, trademark or copyright now or hereafter included in the Collateral, including the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition and infringement proceedings; (ii) to take corresponding steps with respect to material unpatented inventions on which such Grantor is now or hereafter becomes entitled to seek protection; (iii) to bear any expenses incurred in connection with such activities; and (iv) not to abandon any right to file a material patent application, or abandon any material pending application with respect to any of the Collateral, without the written consent of the Agent, which consent shall not be unreasonably withheld.

(g) No Grantor shall do any act or omit to do any act whereby any of the Collateral may become dedicated or abandoned, except where such dedication or abandonment (i) will not materially adversely affect the business, condition (financial or otherwise), operations, performance, or properties of such Grantor individually or of such Grantor and its Subsidiaries taken as a whole, and (ii) is in the ordinary course of such Grantor's business. Each Grantor agrees to notify the Agent promptly and in writing if it learns that any of the Collateral may become abandoned or dedicated or of any adverse determination or any development (including without limitation the institution of any proceeding in the PTO, or in the equivalent agencies in any foreign jurisdiction, or any court) regarding any material part of the Collateral.

(h) In the event that any of the Collateral as to which it has granted the Security Interests is infringed or misappropriated by a third party, such Grantor shall promptly notify the Agent and shall, unless such Grantor shall reasonably determine that such Collateral would not reasonably be likely to, in the aggregate, be of material economic value to such Grantor, take all reasonable steps to terminate the infringement or misappropriation, and take such other actions as such Grantor shall deem appropriate under the circumstances to protect such Collateral. Any expense incurred in connection with such activities shall be borne by such Grantor.

(i) Each Grantor agrees (i) to maintain the quality of any and all products in connection with which the Collateral is used, consistent with the quality standards established by such Grantor for said products as of the date of determination, and (ii) to provide the Agent, on behalf of the Lenders, at least quarterly, with a certificate of an officer of such Grantor certifying such Grantor's compliance with the foregoing subsections (a) through (i).

(j) Each Grantor agrees that it will promptly correct any defect or error that may be discovered in (i) this Agreement, (ii) any document executed pursuant hereto or (iii) the execution, acknowledgment or recordation thereof.

(k) Each Grantor shall continue to mark its products according to statute with the numbers of all appropriate Patents.

Section 5. General Representations and Warranties. Each Grantor represents and warrants as follows:

(a) It has the unqualified right to enter into this Agreement and to perform its terms.

(b) No authorization, consent, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other Person is required either (i) for the grant by such Grantor of the Security Interests granted hereby or for the execution, delivery or performance of this Agreement by such Grantor, or (ii) for the perfection of or the exercise by the Agent, on behalf of the Secured Parties, of its rights and remedies hereunder, except for the filing of this Agreement with the United States Patent and Trademark Office and with the equivalent offices in any foreign jurisdiction with respect to each Trademark, and the filings required by the Uniform Commercial Code of the State in which such Grantor maintains its chief executive office, and except to the extent that the exercise of rights and remedies may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors rights generally or by general principles of equity.

(c) Set forth on Schedule IV is a list, which is complete and accurate in all material respects as of the date hereof, of Licenses of such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's commercial manufacturing operations or materially used in the selling or marketing of such Grantor's products, including the expiration date of such Licenses.

(d) Each License of such Grantor identified on Schedule IV is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid and enforceable. No action or proceeding is pending or threatened (i) seeking to limit, cancel or question the validity of the Collateral that would be reasonably likely, in the aggregate, to be of material economic value or (ii) which, if adversely determined, would have a material adverse effect on the value of the Collateral taken as a whole.

(e) It has notified the Agent in writing of all uses of any Patent, Trademark or Copyright, prior to such Grantor's use, of which such Grantor is aware, which would in the reasonable judgment of such Grantor lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses that were not supported by the goodwill of the business connected with such item.

(f) It has not granted any release, covenant not to sue, or non-assertion assurance to any third person, nor allowed any shop right to arise with respect to any third person, with respect to any part of the Collateral that would be reasonably likely, in the aggregate, to be of material economic value.

(g) Its products have been marked as required by statute with respect to the Collateral.

(h) The actions contemplated under or in connection with the Loan Documents will not impair the legal right of such Grantor to use any of the Collateral.

(i) Except as disclosed to the Lenders in writing prior to the date of this Agreement, such Grantor has no knowledge of the existence of any right under any patent, trademark, license agreement, trade name, trade secret, know-how, confidential research, development and commercial information, or other proprietary information held by any other Person that would preclude such Grantor from publishing, distributing, marketing, selling, or using any product currently made by it, being made for it or sold or used by it, imported by it or exported by it, as the case may be, or to use any processes currently used by it (except, in each case, to the extent that such Grantor has granted an exclusive license to another Person), or materially interfere with the ability of such Grantor to carry on its business as currently carried on, and such Grantor has no knowledge of any claim to the contrary that is likely to be made.

(j) Such Grantor has used consistent standards of quality in manufacturing, distribution and marketing of each product sold and provision of each service provided under any Collateral, and has taken all steps necessary to ensure that all licensed users of any Collateral use such consistent standards of quality.

(k) No Subsidiaries and none of such Grantor's Subsidiaries (except to the extent that such Subsidiaries are also Grantors hereunder) has an ownership interest in any patents, patent applications, copyrights, copyright applications, trademark, trade name, trade dress, service marks, trademark or service mark registrations or any applications for trademark or service mark registration.

(l) No claim has been made (and, as to Collateral with respect to which such Grantor is a licensor, to the knowledge of such Grantor, no claim has been made against the third party licensee), and such Grantor has no knowledge of any claim that is likely to be made, that the use by such Grantor of any Collateral does or may violate the rights of any Person.

Section 6. Patent Representations and Warranties. Each Grantor represents and warrants as follows:

(a) It is the sole legal and beneficial owner of the Patents set forth opposite its name on Schedule I hereto, free and clear of any Lien, security interest, option, charge,

pledge, assignment (whether conditional or not), or any other encumbrance except for the security interests created or permitted by this Agreement or the Credit Agreement and certain Licenses and registered user agreements described on Schedule IV or the Permitted Liens or Liens granted to the predecessor in interest of the Agent pursuant to the Third Amended and Restated Intellectual Property Security Agreement dated as of March 6, 1995, which Liens are to be terminated effective as of the Funding Date ("Existing Bank Liens"), and no effective financing statement or other instrument similar in effect covering all or any part of such Collateral, except in connection with Existing Bank Liens, is on file in any recording office, except such as may have been filed in favor of the Agent, for the benefit of the Lenders.

(b) Set forth on Schedule I is a list, which is complete and accurate in all material respects as of the date hereof, of all of the Patents owned by such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's commercial manufacturing operations or materially used in the selling or marketing of such Grantor's products.

(c) Each Patent of such grantor identified on Schedule I hereto is subsisting and has not been adjudged unpatentable, invalid or unenforceable, in whole or in part, to the knowledge of such Grantor, is patentable, valid and enforceable and each of such Patent applications has been filed in conformity with applicable rules and procedures of the United States Patent and Trademark Office and of the equivalent agencies in each applicable foreign jurisdiction and will be diligently prosecuted in conformity therewith so as to not improperly become abandoned.

Section 7. Trademark Representations and Warranties. Each Grantor represents and warrants as follows:

(a) It is the sole, legal and beneficial owner of the entire right, title and interest in and to the Trademarks purported to be granted by it hereunder, free and clear of any Lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the Security Interests created or permitted by this Agreement or the Credit Agreement and certain Licenses and registered user agreements described on Schedule IV or Permitted Liens or Existing Bank Liens. No effective financing statement or other instrument similar in effect covering all or any part of the Trademarks purported to be granted by such Grantor hereunder, except in connection with Existing Bank Liens, is on file in any recording office, including, without limitation, the United States Patent and Trademark Office and the equivalent offices

in any foreign jurisdiction, except such as may have been filed in favor of the Agent, for the benefit of the Lenders.

(b) Set forth on Schedule II is a list, which is complete and accurate in all material respects as of the date hereof, of all of the Trademarks owned by such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's commercial manufacturing operations or materially used in the selling or marketing of such Grantor's products.

(c) Each Trademark of such Grantor identified on Schedule II is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid, registrable and enforceable.

Section 8. Copyright Representations and Warranties. Each Grantor represents and warrants as follows:

(a) It is the sole, legal and beneficial owner of the entire right, title and interest in and to the Copyrights purported to be granted by it hereunder, free and clear of any Lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the Security Interests created or permitted by this Agreement or the Credit Agreement and certain Licenses and registered user agreements described on Schedule IV and the Permitted Liens or Existing Bank Liens. No effective financing statement or other instrument similar in effect covering all or any part of the Copyrights purported to be granted by such Grantor hereunder, except in connection with Existing Bank Liens, is on file in any recording office, including, without limitation, the United States Patent and Trademark Office and the equivalent offices in any foreign jurisdiction, except such as may have been filed in favor of the Agent, for the benefit of the Lenders.

(b) Set forth on Schedule III is a list, which is complete and accurate in all material respects as of the date hereof, of all of the Copyrights owned by such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's commercial manufacturing operations or materially used in the selling or marketing of such Grantor's products.

(c) Each Copyright of such Grantor identified on Schedule III is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid, registrable and enforceable.

Section 9. Transfers and Other Liens. No Grantor shall:

(a) sell, assign (by operation of law or otherwise) or otherwise dispose of any of, or grant any option with respect to, the Collateral, except as permitted by the Credit Agreement, except that any Grantor may license the Collateral (i) in the ordinary course of such Grantor's business, provided that such license is necessary or desirable in the conduct of such Grantor's business, or (ii) in connection with a sale of assets in compliance with the Credit Agreement, provided that such license shall be on terms reasonably expected to maximize the gain to such Grantor resulting from the granting of such license. The Agent, for the benefit of the Lenders, shall execute any documents that such Grantor may reasonably request in order to permit the Grantor to exercise its right hereunder to license the Trademarks, provided that the Agent shall not be required to do anything that may, in the sole judgment of the Agent, adversely affect the validity of the Security Interests or the assignment of the Collateral located in any foreign jurisdiction;

(b) create or suffer to exist any Lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral except for the Security Interests created by this Agreement or other Permitted Liens; or

(c) take any other action in connection with any of the Collateral that would impair the value of the interest or rights of such Grantor in the Collateral taken as a whole or that would impair the interest or rights of the Agent for the benefit of the Lenders.

Section 10. Agent Appointed Attorney-in-Fact. Without limiting any other provision of this Agreement, upon the occurrence and during the continuance of an Acceleration Event (as hereinafter defined), each Grantor hereby irrevocably appoints the Agent, for the benefit of the Lenders, as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (a) above;

(c) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Agent, for the benefit of the Lenders, with respect to any of the Collateral; and

(d) to execute, in connection with the sale provided for in Section 14, any endorsement, assignments, or other instruments of conveyance or transfer with respect to the Collateral.

For purposes of this Agreement, "Acceleration Event" means that (a) an Event of Default has occurred and is continuing and (b) the Secured Obligations have become due and payable (whether by acceleration, at final maturity or otherwise).

Section 11. Agent May Perform.

(a) If any Grantor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement, and the expenses of the Agent incurred in connection therewith shall be payable by such Grantor under Section 15(b) to the fullest extent permitted by applicable law.

(b) The Agent or its designated representatives shall have the right to the extent reasonably requested and upon reasonable prior notice, at any reasonable time during normal business hours of such Grantors and from time to time, to inspect the Grantors' premises and to examine the Grantors' books, records and operations relating to the Collateral.

Section 12. The Agent's Duties. The powers conferred on the Agent, for the benefit of the Lenders, hereunder are solely to protect the interest of the Secured Parties in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, neither the Agent nor any Lender shall have any duty as to any Collateral or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Collateral. Each Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if such Collateral is accorded treatment substantially equal to that which such party accords its own property.

Section 13. Events of Default. It is understood and agreed that, with respect to any Grantor, the occurrence of any one or more of the following shall constitute an "Event of Default" hereunder with respect to such Grantor and shall entitle the Agent, for the benefit of the Lenders, to take such actions as are

elsewhere provided in this Agreement in respect of Events of Default:

(a) an "Event of Default" or "Default" as defined in the Subsidiary Guaranty shall have occurred and be continuing with respect to such Grantor; or

(b) such Grantor shall have failed to pay the Agent all of the Guaranteed Obligations in accordance with, and as defined in, the Subsidiary Guaranty on the Business Day on which the Agent has demanded such payment in accordance with the terms of the Subsidiary Guaranty; or

(c) any material representation or warranty made by such Grantor herein, in the Subsidiary Guaranty or in any other Loan Document shall prove to have been false in any material respect when made; or

(d) any covenant made by such Grantor herein, in the Subsidiary Guaranty or in any other Loan Document is breached, violated, or not complied with and not cured, in the case of this Agreement (other than with respect to any breach or violation of or non-compliance with Section 4(g) or Section 9 hereof) within 30 days after notice thereof from the Agent and, in the case of the other Loan Documents, within any grace period applicable thereto, or if no grace period is applicable and default thereunder does not result immediately from such noncompliance, then not cured within 30 days after notice thereof from the Agent or the Lenders, and results in a material adverse effect on the Collateral of such Grantor taken as a whole or its availability or value taken as a whole; provided, however, any breach or violation of or non-compliance with Section 4(g) or Section 9 hereof shall immediately result in an Event of Default.

Section 14. Remedies Upon Acceleration Event. If an Acceleration Event shall have occurred and be continuing:

(a) The Agent, for the benefit of the Lenders, may exercise in respect of the Collateral of any defaulting Grantor, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code (the "UCC") and also may (i) exercise any and all rights and remedies of such Grantor under, in connection with, or otherwise in respect of, such Collateral, including the completion and filing of the Assignment of Marks, (ii) require such Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Agent forthwith, assemble all or part of the documents embodying such Collateral as directed by the Agent and make it available to the Agent, for the benefit of the Lenders, at a place to be designated by the Agent that is reasonably convenient to both

the Agent and such Grantor, (iii) occupy any premises owned or leased by such Grantor where documents embodying such Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Agent's rights and remedies hereunder or under applicable law, without obligation to such Grantor in respect of such occupation, (iv) license such Collateral or any part thereof, and (v) without notice except as specified below, sell such Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. Each Grantor agrees that at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All payments received by any defaulting Grantor under or in connection with any of such Collateral shall be received in trust for the benefit of the Lenders, shall be segregated from other funds of such Grantor and shall be immediately paid over to the Agent, for the benefit of the Lenders, in the same form as so received (with any necessary endorsement).

(c) All payments made under or in connection with or otherwise in respect of the Collateral of any defaulting Grantor, and all cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of such Collateral may, in the discretion of the Agent, be held by the Agent, for the benefit of the Lenders, as collateral for, and then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 15) for the ratable benefit of the Secured Parties against all or any part of the Secured Obligations, in such order as the Agent shall elect. Any surplus of such cash or cash proceeds held by the Agent, for the benefit of the Lenders, and remaining after payment in full of all the Secured Obligations shall be paid over to the respective Grantors or to whosoever may be lawfully entitled to receive such surplus. Any sale or other disposition of the Collateral and the possession thereof by the Agent shall be in compliance with all provisions of applicable law (including applicable provisions of the UCC).

Section 15. Indemnity and Expenses.

(a) Each Grantor agrees to indemnify the Agent, for the benefit of the Lenders, from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement that are incurred by the Agent (including without limitation enforcement of this Agreement), except claims, losses or liabilities resulting from the Agent's gross negligence or willful misconduct.

(b) Each Grantor will upon demand pay to the Agent, for the benefit of the Lenders, the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, that the Agent, for the benefit of the Lenders, may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Secured Parties, or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

Section 16. Security Interest Absolute. All rights of the Secured Parties in the Security Interests granted hereunder, and each of the Secured Obligations, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Credit Agreement or any other Loan Document, or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to departure from, the Credit Agreement or any other Loan Document, including, but not limited to, (i) an increase or decrease in the Secured Obligations and (ii) an amendment of any Loan Document to permit the Agent or the Lenders or any one or more of them to extend further or additional credit to the Borrower in any form including credit by way of loan, purchase of assets, guarantee or otherwise, which credit shall thereupon be and become subject to the Credit Agreement and the other Loan Documents as a Secured Obligation;

(c) any taking and holding of collateral or guarantees (including without limitation any collateral pledged as security for the Secured Obligations under the Security Instruments) for all or any of the Secured Obligations; or any amendment, alteration, exchange, substitution, transfer, enforcement, waiver, subordination, termination or release of any collateral or such guarantees (including without limitation any collateral pledged as security for the Secured Obligations under the Security Instruments), or any

non-perfection of any collateral, or any consent to departure from any such guaranty (including without limitation any collateral pledged as security for the Secured Obligations under the Security Instruments);

(d) any manner of application of collateral, or proceeds thereof, to all or any of the Secured Obligations, or the manner of sale of any collateral;

(e) any consent by the Secured Parties to the change, restructure or termination of the corporate structure or existence of the Borrower or any Grantor and any corresponding restructure of the Secured Obligations, or any other restructure or refinancing of the Secured Obligations or any portion thereof;

(f) any modification, compromise, settlement or release by the Secured Parties, by operation of law or otherwise, collection or other liquidation of the Secured Obligations or the liability of the Borrower, any Grantor or any guarantor of the Secured Obligations (including without limitation any guarantor under the Subsidiary Guaranty, other than the Grantor against which this Agreement is to be enforced), or of any collateral for the Secured Obligation (including without limitation any collateral pledged as security for the Secured Obligations under the Security Instruments), in whole or in part, and any refusal of payment by the Agent or any Lender in whole or in part, from any obligor or guarantor (including without limitation any guarantor under the Subsidiary Guaranty, other than the Grantor against which this Agreement is sought to be enforced) in connection with any of the Secured Obligations, whether or not with notice to, or further assent by, or any reservation of rights against, any Grantor; or

(g) any other circumstance (including without limitation any statute of limitations) that might otherwise constitute a defense available to, or a discharge of, the Borrower, any guarantor (including without limitation any guarantor under the Subsidiary Guaranty) or a Grantor.

The granting of a Security Interest in the Collateral shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by any Secured Party, upon the insolvency, bankruptcy or reorganization of the Borrower or any Grantor or otherwise, all as though such payment had not been made.

Section 17. Waiver. Each Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Secured Obligations and this Agreement and any requirement that the Secured Parties protect, secure, perfect or insure any Security Interest or any Collateral subject thereto or

exhaust any right or take any action against any Grantor or any other Person (including without limitation any guarantor under the Subsidiary Guaranty) or any collateral securing payment of the Secured Obligations (including without limitation any collateral pledged as security for the Secured Obligations under the Security Instruments).

Section 18. Subrogation. Prior to termination of this Agreement in accordance with the provisions of Section 21(c), no Grantor will exercise any rights that it may acquire by way of subrogation under this Agreement. If an amount shall be paid to such Grantor on account of such subrogation rights at any time prior to termination of this Agreement in accordance with the provisions of Section 21(c), such amount shall be held in trust for the benefit of the Lenders and shall forthwith be paid to the Agent, for the benefit of the Lenders, to be credited and applied upon the Secured Obligations, whether matured or unmatured, in accordance with the terms of the Credit Agreement and the Subsidiary Guaranty.

Section 19. Amendments, Etc.

(a) Except as provided in subsection (b) of this Section 18, no amendment or waiver of any provision of this Agreement nor consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be in writing and signed by the Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) Upon the execution and delivery by any Person of a supplement to this Agreement pursuant to which such Person agrees to become a party hereto (each an "Intellectual Property Security Agreement Supplement"), (i) such Person or entity shall be referred to as an "Additional Grantor" and shall be and become a Grantor and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Additional Grantor, and (ii) the schedules attached to each Intellectual Property Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I, II, III and IV hereto, and the Agent may attach such supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules as supplemented pursuant hereto.

(c) Any person that executes an Intellectual Property Security Agreement Supplement shall also execute and deliver such financing statements and all further instruments and documents and take all further action that may be necessary or desirable or that the Agent may reasonably request in order to perfect and protect any Security Interest purported to be granted thereby.

Section 20. Addresses for Notices. Any notice shall be conclusively deemed to have been received by any party hereto and be effective on the day on which delivered to such party (against receipt therefor) at the address set forth below or such other address as such party shall specify to the other parties in writing, (or, in the case of notice by telecopy (where receipt of such notice is verified by return), when received at such telecopy number as may from time to time be specified in written notice to the other parties hereto or otherwise received) or, if sent prepaid by certified or registered mail return receipt requested on the third Business Day after the day on which mailed, or, if sent prepaid by a national overnight courier service, on the first Business Day after the day on which delivered to such service against receipt therefor, addressed to such party at said address:

(a) if to any Grantor:

c/o BEC Group, Inc.
555 Theodore Fremd Avenue
Rye, New York 10580
Attention: Mr. Ian G.H. Ashken
Telephone: (914) 967-9400
Telecopy: (914) 967-9405

with a copy to:

Kane Kessler, P.C.
1350 Avenue of the Americas
New York, New York 10019
Attention: Robert L. Lawrence, Esq.
Telephone: (212) 541-6222
Telecopy: (212) 245-3009

(b) if to the Agent:

NationsBank, N.A.
Independence Center, 15th Floor
1-001-15-04
Charlotte, North Carolina 28255
Attention: Angela Berry, Agency Services
Telephone: (704) 386-8958
Telecopy: (704) 386-9923

with a copy to:

NationsBank, N.A.
Corporate Banking
767 Fifth Avenue, 5th Floor
New York, New York 10153-0083
Attention: Mr. Christopher C. Browder,
Vice President
Telephone: (212) 407-5332
Telecopy: (212) 751-6909

Section 21. Continuing Security Interest; Assignments Under the Credit Agreement; Release of Collateral.

(a) This Agreement shall create a continuing Security Interest in the Collateral and shall (i) remain in full force and effect until terminated in accordance with the provisions of Section 21(c), (ii) be binding upon each Grantor, its successors and assigns, provided, however, no Grantor shall make any assignment hereof without the prior consent of the Agent, and (iii) inure, together with the rights and remedies of the Secured Parties hereunder, to the benefit of the Secured Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Lender may assign to one or more Persons, or grant to one or more Persons participations in or to, all or any part of its rights and obligations under the Credit Agreement (to the extent permitted by the Credit Agreement); and to the extent of any such assignment or participation such other Person shall, to the fullest extent permitted by law, thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, subject however, to the provisions of the Credit Agreement, including Article XIII thereof (concerning the Agent) and Section 15.1 concerning assignments and participations.

(b) Except as permitted by the Credit Agreement, no Grantor shall sell, lease, transfer or otherwise dispose of any item of Collateral during the term of this Agreement without the prior written consent of the Agent to such sale, lease, transfer or other disposition.

(c) On the date when the Secured Obligations shall have been Fully Satisfied, the Collateral shall be automatically released from the Liens created hereby, all rights to the Collateral shall automatically revert to the Grantors, and this Agreement and all obligations of the Grantors hereunder shall terminate without delivery of any instrument or performance of any act by any party. Upon such termination of this Agreement, the Agent shall reassign and redeliver such Collateral then held by or for the Agent and the Lenders and execute and deliver to each Grantor such documents as it shall reasonably request to evidence such termination.

Section 22. Swap Agreements. All obligations of the Borrower under Swap Agreements shall be deemed to be Secured Obligations secured hereby, and each Lender or affiliate of a Lender party to any such Swap Agreement shall be deemed to be a Secured Party hereunder.

Section 23. Severability. If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and

such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

Section 24. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 25. Governing Law.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY PERFORMED, IN SUCH STATE.

(b) EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY AGREES AND CONSENTS THAT ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREIN MAY BE INSTITUTED IN ANY STATE OR FEDERAL COURT SITTING IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, UNITED STATES OF AMERICA AND, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND IRREVOCABLY SUBMITS GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING.

(c) EACH PARTY AGREES THAT SERVICE OF PROCESS MAY BE MADE ON SUCH PARTY BY PERSONAL SERVICE OF A COPY OF THE SUMMONS AND COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING, OR BY REGISTERED OR CERTIFIED MAIL (POSTAGE PREPAID) TO THE ADDRESS OF SUCH PARTY PROVIDED BY SECTION 20, OR BY ANY OTHER METHOD OF SERVICE PROVIDED FOR UNDER THE APPLICABLE LAWS IN EFFECT IN THE STATE OF NEW YORK.

(d) NOTHING CONTAINED IN SUBSECTIONS (b) OR (c) HEREOF SHALL PRECLUDE ANY PARTY FROM BRINGING ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS IN THE COURTS OF ANY PLACE WHERE ANY PARTY OR ANY PARTY'S PROPERTY OR ASSETS MAY BE FOUND OR LOCATED. TO THE EXTENT PERMITTED BY THE APPLICABLE LAWS OF ANY SUCH JURISDICTION, EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT AND EXPRESSLY WAIVES, IN RESPECT OF ANY SUCH SUIT, ACTION OR PROCEEDING, THE JURISDICTION OF ANY OTHER COURT OR COURTS WHICH NOW OR HEREAFTER, BY REASON OF ITS PRESENT OR FUTURE DOMICILE, OR OTHERWISE, MAY BE AVAILABLE TO IT.

(e) IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR THAT

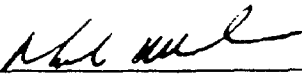
MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THE FOREGOING, EACH PARTY HEREBY AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY AND HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY HAVE THAT EACH ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

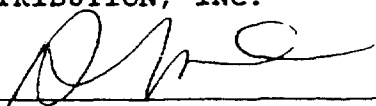
IN WITNESS WHEREOF, the parties have duly executed this Intellectual Property Security Agreement on the day and year first written above.

GRANTORS:


BEC GROUP, INC.

By: 
Name: Martin E. Franklin
Title: Chief Executive Officer


BEC DISTRIBUTION, INC.

By: 
Name: Desiree DeStafano
Title: President


THE BONNEAU COMPANY

By: 
Name: Martin E. Franklin
Title: President

BONNEAU GENERAL, INC.

By: 
Name: Martin E. Franklin
Title: Chief Executive Officer

BONNEAU HOLDINGS, INC.

By: 
Name: Desiree DeStefano
Title: President

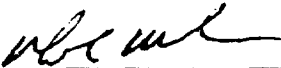
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Signature Page 1 of 3

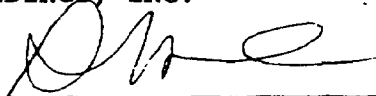
TRADEMARK
REEL: 1467 FRAME: 0488

TRADEMARK
REEL: 001972 FRAME: 0659


OPTI-RAY, INC.

By: 
Name: Martin E. Franklin
Title: Chief Executive Officer

O-RAY HOLDINGS, INC.

By: 
Name: Desiree DeStefano
Title: President

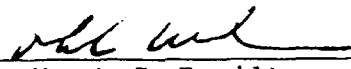
BOLLÉ AMERICA, INC.

By: 
Name: Martin E. Franklin
Title: Vice President

OPTICAL RADIATION CORPORATION

By: 
Name: Martin E. Franklin
Title: Chief Executive Officer

ORC CARIBE

By: 
Name: Martin E. Franklin
Title: Chief Executive Officer

INTELLECTUAL PROPERTY SECURITY AGREEMENT


Signature Page 2 of 3

TRADEMARK
REEL: 1467 FRAME: 0489

TRADEMARK
REEL: 001972 FRAME: 0660

FOSTER GRANT GROUP, L.P.

By: BONNEAU GENERAL, INC., a general
partner

By: 
Name: Martin E. Franklin
Title: Chief Executive Officer

AGENT:

NATIONSBANK, N.A., as Agent for the
Lenders

By: _____
Name: _____
Title: _____

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Signature Page 3 of 3

TRADEMARK

TRADEMARK

REEL: 001972 FRAME: 0661

STATE OF NEW YORK

)

COUNTY OF NEW YORK

) ss.

)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 3rd day of April, 1996, personally appeared MARTIN FRANKLIN to me known personally, and who, being by me duly sworn, deposes and says that he is ~~not~~ AN OFFICER of EACH OF THE COMPANIES LISTED BELOW*, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said MARTIN FRANKLIN acknowledged said instrument to be the free act and deed of said corporation.

Judi Wasserman
 Notary Public
 My commission expires:

- * BEC GROUP, INC.
- THE BONNEAU COMPANY
- BONNEAU GENERAL, INC.
- OPTI-RAY, INC.
- BOLLE AMERICA, INC.
- OPTICAL RADIATION CORPORATION
- ORC CARIBE

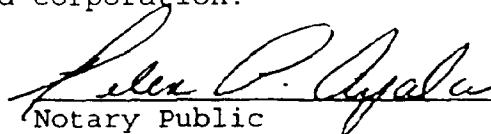
JUDI WASSERMAN
 NOTARY PUBLIC, State of New York
 No. 24-4739990
 Qualified in Kings County
 Commission Expires March 30, 1997

TRADEMARK
 REEL: 1467 FRAME: 0491

TRADEMARK
 REEL: 001972 FRAME: 0662

STATE OF NEW YORK)
) ss.
COUNTY OF Westchester)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 3rd day of April, 1996, personally appeared Desiree DeStefano to me known personally, and who, being by me duly sworn, deposes and says that she is the President of each of the companies listed below*, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Desiree DeStefano acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
My commission expires:

HELEN P. AYALA
NOTARY PUBLIC, State of New York
No. 01AY5029632
Qualified in Westchester County
Commission Expires June 27, 1996

- * BEC Distribution, Inc.
- Bonneau Holdings, Inc.
- O-Ray Holdings, Inc.

TRADEMARK
REEL: 1467 FRAME: 0492

TRADEMARK
REEL: 001972 FRAME: 0663

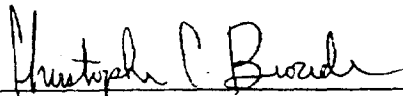
FOSTER GRANT GROUP, L.P.

By: BONNEAU GENERAL, INC., a general
partner
BONNEAU HOLDINGS, INC., a limited
partner
O-RAY HOLDINGS, INC., a limited
partner

By: _____
Name: _____
Title: _____

AGENT:

NATIONSBANK, N.A., as Agent for the
Lenders

By: 
Name: _____ CHRISTOPHER C. BROWDER
Title: _____ SENIOR VICE PRESIDENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Signature Page 3 of 3

TRADEMARK
REEL: 1467 FRAME: 0493
TRADEMARK
REEL: 001972 FRAME: 0664

STATE OF NEW YORK

)

) ss.

COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 3rd day of April, 1996, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is the _____ of _____, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

 Notary Public
 My commission expires:

SCHEDULE I

| <u>Patent No.</u> | <u>Date Issued</u> | <u>Description</u> |
|-------------------|--------------------|--|
| 5,337,151 | 08-09-94 | Double-sided circuit board exposure machine and method with optical registration and material variation compensation |
| 5,315,116 | 05-24-94 | Baffled cold shields for infrared detector |
| 5,277,782 | 01-11-94 | Baffled cold shields for infrared detector |
| 5,196,106 | 03-23-93 | Infrared absorbent shield |
| 5,194,996 | 03-16-93 | Digital audio recording format for motion picture film |
| 5,194,496 | 03-16-93 | Compositions of polyphenylene oxide or mixtures of polyphenylene oxide stabilized with compounds containing a triple acetylenic bond |
| 5,104,496 | 04-14-92 | Low mist chromium plating method and system |
| 4,707,734 | 11-17-87 | Coarse flaw detector for printed circuit board inspection |
| 4,636,212 | 01-13-87 | Ultraviolet radiation absorbing intraocular lens |
| 4,504,982 | 03-19-85 | Aspheric intraocular lens |
| 4,437,194 | 03-20-84 | Intraocular lens assembly |
| 4,208,018 | 06-17-80 | Method and apparatus for winding an endless tape |

SCHEDULE II

| Country | Mark | Owner | Status | Application No | Registration No |
|---------|--------------------------------|------------------------------|------------|----------------|-----------------|
| ARGENT | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 1,671,147 | 1,325,132 |
| AUSAL | AQUA-MATES | THE BONNEAU COMPANY | Abandoned | | A244974 |
| AUSAL | AQUA-MATES | BONNEAU COMPANY, THE | Abandoned | 244,974 | A,244,974 |
| AUSAL | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 242,679 | B,242,679 |
| AUSAL | FOSTER GRANT AQUA-MATES | BONNEAU COMPANY, THE | Abandoned | 244,963 | A244,963 |
| BAHAM | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 8,692 | 8,692 |
| BAHRN | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 489/80 | 5,817 |
| BARBA | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | | 4,868 |
| BERMU | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | | B8,341 |
| BRAZL | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 20,048/M-78 | 006,921,183 |
| BRAZL | FOSTER GRANT | BEC Distribution, Inc. | Registered | | 006,921,183 |
| BRUNE | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | | 8,664 |
| CANAD | BONNEAU | BONNEAU COMPANY, THE | Abandoned | | |
| CANAD | EYE GEAR | OPTI-RAY, INC. | Abandoned | 9,386 | |
| CANAD | EYE GUARD & DESIGN | BONNEAU COMPANY, THE | Abandoned | 683,073 | |
| CANAD | FG (Stylized) | BONNEAU COMPANY, THE | Registered | 449,599 | |
| CANAD | FOSTA | BONNEAU COMPANY, THE | Registered | 484,835 | |
| CANAD | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 484,771 | |
| CANAD | GETAWAYS | BONNEAU COMPANY, THE | Abandoned | 203,499 | |
| CANAD | HIDDEN EYES | BEC DISTRIBUTION, INC. | Registered | 393,462 | |
| CANAD | LIGHT WAVES & LENS DESIGN | OPTI-RAY, INC. | Published | 785,841 | |
| CANAD | OPTI-RAY | BONNEAU COMPANY, THE | Pending | 706,373 | |
| CANAD | PENNOPTICS | OPTI-RAY, INC. | Abandoned | 393,461 | |
| CANAD | PENNOPTICS | OPTI-RAY, INC. | Registered | 556,682 | |
| CANAD | SPEC 1000 | BEC Distribution, Inc. | Registered | 683,072 | TMA445,778 |
| CANAD | SPECTRA-SHADES | PENNSYLVANIA OPTICAL COMPANY | Registered | 484,766 | 221,392 |
| CANAD | SPOBTABLES | BONNEAU COMPANY, THE | Registered | 393,463 | 327,303 |
| CANAD | THE YOUNG WORLD OF FOSTER GRAN | BONNEAU COMPANY, THE | Registered | 484,767 | 396,473 |
| CANAD | VIEWPOINTS | BONNEAU COMPANY, THE | Registered | 527,614 | 386,473 |
| CANAD | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 683,074 | 294,073 |
| CANAD | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | | 221,393 |
| CANAD | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 484,767 | 300,075 |
| CANAD | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 527,614 | 304,946 |
| CANAD | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 683,074 | 396,474 |
| CANAD | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 119,331 | 1,063,510 |
| CANAD | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 173,958 | 337,591 |
| CANAD | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | | 161,208 |
| CANAD | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | | 97,276 |
| CANAD | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 780,407 | 54,856 |
| CANAD | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 71,842 | 27,888 |
| CANAD | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | | 71,842 |
| CANAD | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 77,805 | 25 of 1983 |
| CANAD | FOSTER GRANT | BEC Distribution | Registered | | 49,478 |
| CANAD | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | | 49,478 |
| CANAD | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 351/87 | 616/81 |

| | | | | | |
|-------|--------------------------|--------------------------------|------------|-------------|-----------|
| HONKN | FOSTER GRANT AQUA-MATES | BONNEAU COMPANY, THE | Abandoned | 12/71 | A-12 |
| INDNS | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | MI94C001862 | 158,713 |
| ITALY | OFTI-RAY | OFTI-RAY, INC. | Pending | TO93C001183 | |
| ITALY | UNITED SHADES OF AMERICA | OFTI-RAY, INC. | Pending | 9/397 | B18,569 |
| JAKC | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 40/475/77 | 1,506,783 |
| JAPAN | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 40/476/77 | 1,466,931 |
| JAPAN | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 27,871 | 27,871 |
| KENYA | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 13,966 | 13,013 |
| KOMIT | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | | 45,014 |
| LEBAN | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 78,561 | 310,715 |
| MALAY | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 238,512 | 8,450 |
| MEXIC | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | | B142,859 |
| MANTL | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 142,859 | B165,452 |
| NEWZL | FG | BONNEAU COMPANY, THE | Abandoned | | 33,177 |
| NEWZL | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 109,521 | 86,455 |
| NGRIA | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 383 | 16,790 |
| NORWA | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 058,679 | 046,222 |
| PANAM | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 22,905 | 1,301,78 |
| PERU | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 18,144 | 1,330/78 |
| SABAH | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 3392/1401 | 109/49 |
| SARAW | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 50,853 | A50,853 |
| SAUDI | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 75,438 | 75,438 |
| SINGP | AQUAMATES | BONNEAU COMPANY, THE | Registered | 71/5857 | 571/5857 |
| SINGP | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 83/3941 | B/83/3941 |
| SOFRC | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | (70)7826 | 179,869 |
| SOFRC | MAGNUM FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 120,058 | 76,460 |
| TAJWN | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 120,059 | 76,481 |
| THALN | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 120,062 | 76,628 |
| THALN | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 120,060 | 76,697 |
| THALN | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 120,061 | 77,114 |
| THALN | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 7,219 | 7,219 |
| TRINI | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 062717 | |
| TURKE | FOSTER GRANT | THE BONNEAU COMPANY | Abandoned | | 36,434 |
| UARAB | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 1,379,101 | |
| UNIKN | SPARE PAIR | BONNEAU COMPANY, THE | Rejected | | |
| URGUY | FOSTER GRANT | THE BONNEAU COMPANY | Abandoned | | |
| USA | ALL-SPORTS | BONNEAU COMPANY, THE | Abandoned | 762,552 | 151,202 |
| USA | ALUMIN EYES | BEC Distribution, Inc. | Abandoned | 415,384 | 1,544,280 |
| USA | AQUA-MATES | BEC Distribution, Inc. | Abandoned | 337,035 | 0,964,154 |
| USA | AQUAMATES ULTRA | BONNEAU COMPANY, THE | Registered | 74/335,754 | 0,904,720 |
| USA | AUTO-FLIPS | BEC Distribution, Inc. | Abandoned | 454,558 | 0,986,405 |
| USA | AUTOVISION | INTERNATIONAL EYEWEAR & ACCESS | Registered | 73/709,868 | 1,503,759 |
| USA | AVANCE | BEC Distribution, Inc. | Lapsed | 755,491 | 1,538,041 |
| USA | AVANCE | BEC Distribution, Inc. | Lapsed | 74/587,473 | |

TRADEMARK

REEL: 1467 FRAME: 0498

TRADEMARK

REEL: 001972 FRAME: 0669

| | | | | | |
|-----|-----------------------------|--------------------------------|------------|------------|-----------|
| USA | BEACH COMBER | BONNEAU COMPANY, THE | Abandoned | 278,442 | 0,851,107 |
| USA | BEACH COMBER & DESIGN | BONNEAU COMPANY, THE | Abandoned | 278,443 | 0,851,108 |
| USA | BEMOOTE | BEC Distribution, Inc. | Registered | 242,531 | 839,945 |
| USA | BENSAFE (stylized letters) | BEC Distribution, Inc. | Registered | 451,830 | 396,435 |
| USA | BENSON OPTICAL | BEC Distribution, Inc. | Registered | 232,886 | 1,762,534 |
| USA | BENSON'S | BEC Distribution, Inc. | Registered | 242,530 | 837,916 |
| USA | BENSON'S and design | BEC Distribution, Inc. | Expired | 465,646 | 1,007,606 |
| USA | BESTSELLERS | BEC Distribution, Inc. | Registered | 74/573,487 | 1,916,286 |
| USA | BUI-TECH 500 | BEC Distribution, Inc. | Abandoned | 73/715,914 | 1,514,437 |
| USA | BUI-TECH 500 | BONNEAU COMPANY, THE | Abandoned | 74/619,021 | |
| USA | BLUES BY FOSTER GRANT | BEC DISTRIBUTION, INC. | Published | 74/695,299 | |
| USA | BONNEAU | BEC Distribution, Inc. | Registered | 745,184 | |
| USA | CHAIN REACTION | INTERNATIONAL EYEWEAR & ACCESS | Registered | 74/236,917 | |
| USA | CHOIX (Stylized Letters) | BONNEAU COMPANY, THE | Registered | 748,640 | |
| USA | COLOR WAVES | Bonneau Company | Abandoned | 73/752,444 | |
| USA | COMFORMATIC | BONNEAU COMPANY, THE | Abandoned | 306,474 | |
| USA | CRYSTAL GAZERS | BONNEAU COMPANY, THE | Abandoned | 377,575 | |
| USA | DESERT SANDS | BEC Distribution, Inc. | Registered | 021,324 | |
| USA | DRIVER'S CHOICE | BEC Distribution, Inc. | Registered | 73/652,776 | |
| USA | ESSENTIAL EYES | BEC Distribution, Inc. | Registered | 74/124,298 | |
| USA | EYE FLYERS | BONNEAU COMPANY, THE | Abandoned | 386,043 | |
| USA | EYE GEAR | BEC Distribution, Inc. | Registered | 72/392,102 | |
| USA | EYE POWER | INTERNATIONAL EYEWEAR & ACCESS | Registered | 73/303,130 | |
| USA | EYE POWER OPTICS (Stylized) | INTERNATIONAL EYEWEAR & ACCESS | Registered | 73/306,430 | |
| USA | EYE-DEMILFICATION | BEC Corporation, Inc. | Registered | 73/263,555 | |
| USA | FASHION READER | Opti-Ray, Inc. | Abandoned | 74/313,785 | |
| USA | FF77 IMPACT | BONNEAU COMPANY, THE | Abandoned | 386,042 | |
| USA | FG (Design) | BEC Distribution, Inc. | Proposed | | |
| USA | FG (Stylized Design) | BEC Distribution, Inc. | Registered | 244,212 | |
| USA | FG (Stylized) | BEC Distribution, Inc. | Cancelled | 73/372,924 | |
| USA | FG FG FG and Design | BONNEAU COMPANY, THE | Abandoned | 444,578 | |
| USA | FGSPORT | BEC Distribution, Inc. | Filed | 75/020,298 | |
| USA | FITS-IN | PENNSYLVANIA OPTICAL COMPANY | Registered | 088,615 | |
| USA | FLEX SPEX | BONNEAU COMPANY, THE | Abandoned | 752,443 | |
| USA | FOSTER GRANT | BEC Distribution, Inc. | Cancelled | 438,928 | |
| USA | FOSTER GRANT | BEC Distribution, Inc. | Registered | 315,696 | |
| USA | FOSTER GRANT | BONNEAU COMPANY, THE | Lapsed | 689,511 | |
| USA | FOSTER GRANT | BEC Distribution, Inc. | Abandoned | 74/297,476 | |
| USA | FOSTER GRANT | BEC Distribution, Inc. | Registered | 084,528 | |
| USA | GLARE GUARD | INTERNATIONAL EYEWEAR & ACCESS | Registered | 73/082,666 | |
| USA | GRANTLY | BONNEAU COMPANY, THE | Abandoned | 501,974 | |
| USA | GREAT IMPERSONATORS, THE | BONNEAU COMPANY, THE | Abandoned | 409,932 | |
| USA | HIDDEN EYES | OPTI-RAY, INC. | Abandoned | 74/157,345 | |
| USA | HIDDEN EYES | Opti-Ray | Registered | 74/564,095 | |
| USA | IMAGE MAKERS | BEC Distribution, Inc. | Registered | 74/591,494 | |
| USA | | | | | 0,940,469 |
| USA | | | | | 1,156,236 |
| USA | | | | | 1,264,781 |
| USA | | | | | 0,995,260 |
| USA | | | | | 713,979 |
| USA | | | | | 1,540,265 |
| USA | | | | | 1,303,854 |
| USA | | | | | 1,255,021 |
| USA | | | | | 1,492,983 |
| USA | | | | | 703,527 |
| USA | | | | | 1,079,262 |
| USA | | | | | 0,428,187 |
| USA | | | | | 0,960,848 |
| USA | | | | | 1,946,497 |
| USA | | | | | 1,925,265 |

TRADEMARK

REEL: 1467 FRAME: 0499

TRADEMARK

REEL: 001972 FRAME: 0670

| | | | | | |
|-----|--------------------------------|--------------------------------|------------|------------|-----------|
| USA | INLINE SPECTRUM, THE | PENNSYLVANIA OPTICAL COMPANY | 145,163 | Abandoned | 1,127,836 |
| USA | INTERNATIONAL | BEC Distribution, Inc. | 73/181,442 | Registered | 1,167,027 |
| USA | INTERNATIONAL & Design | BEC Distribution, Inc. | 73/181,140 | Registered | 1,147,544 |
| USA | ISN'T THAT YOU BEHIND THOSE FO | BEC Distribution, Inc. | 174,811 | Registered | |
| USA | KIDS CARE FOR KIDS | BEC | Unknown | Filed | |
| USA | LA BELLE FEMME | BEC Distribution, Inc. | 021,300 | Registered | 1,619,658 |
| USA | LIGHT WAVES & LENS DESIGN | BONNEAU COMPANY, THE | 003,057 | Abandoned | 0,993,392 |
| USA | LOOK OF THE MONTH | INTERNATIONAL EYEWEAR & ACCESS | 73/446,179 | Registered | 1,317,788 |
| USA | LOVE AT FIRST SIGHT | BONNEAU COMPANY, THE | | Abandoned | |
| USA | MALAGO BAY | BEC Distribution, Inc. | 74/587,474 | Allowed | |
| USA | MICROTEST | BONNEAU COMPANY, THE | 501,978 | Abandoned | 0,428,189 |
| USA | MIRROR MATIC | INTERNATIONAL EYEWEAR & ACCESS | 73/082,667 | Registered | 1,059,079 |
| USA | MOOD MAKERS, THE | BONNEAU COMPANY, THE | 409,933 | Abandoned | 0,960,849 |
| USA | MOOD MAKERS, THE | BEC Distribution, Inc. | 74/446,458 | Registered | 1,895,567 |
| USA | MOOD MODULES and Design | BONNEAU COMPANY, THE | 361,790 | Abandoned | 0,930,481 |
| USA | MVP | BEC Distribution, Inc. | 74/483,073 | Opposed | |
| USA | NO LIMITS BY FOSTER GRANT | BEC Distribution, Inc. | 74/711,472 | Pending | |
| USA | OPTI SIGHT | BEC Distribution, Inc. | 74/406,670 | Registered | 1,956,722 |
| USA | OPTI-CLIPCOVER | BEC Distribution, Inc. | 040,935 | Registered | 0,666,855 |
| USA | OPTI-CLIPS | BEC Distribution, Inc. | 681,765 | Registered | 0,615,752 |
| USA | OPTI-RAY | BEC Distribution, Inc. | 494,763 | Registered | 1,340,304 |
| USA | OPTIVISION & Design | BEC Distribution, Inc. | 570,142 | Registered | 1,507,867 |
| USA | OV & Design | BEC Distribution, Inc. | 73/715,914 | Cancelled | 1,478,471 |
| USA | OZONE SHIELD | BEC Distribution, Inc. | 74/462,673 | Lapsed | |
| USA | PENOPTICS | BEC Distribution, Inc., | Unknown | Proposed | |
| USA | PENOPTICS | BEC Distribution, Inc., | 73/755,370 | Cancelled | 1,540,276 |
| USA | PLUS MERCHANDISING | BEC Distribution, Inc., | 762,550 | Registered | 1,548,726 |
| USA | PRESRIPTIVES | BEC Distribution, Inc. | 74/587,472 | Abandoned | |
| USA | PRET (Design) | BEC Distribution, Inc. | 73/685,850 | Registered | 1,549,245 |
| USA | PROFILES | BEC Distribution, Inc. | 125,059 | Registered | 1,681,842 |
| USA | RADZ | BEC Distribution, Inc. | 74/560,376 | Registered | 1,914,705 |
| USA | REACT-A-MATIC | BEC Distribution, Inc. | 762,549 | Abandoned | 1,556,631 |
| USA | REBELS | BONNEAU COMPANY, THE | 74/605,980 | Published | |
| USA | REBELS logo | BONNEAU COMPANY, THE | 74/605,979 | Pending | |
| USA | RENEWAL ALMINARIES | BONNEAU COMPANY, THE | 342,761 | Abandoned | 0,913,171 |
| USA | RENEWAL INTERNATIONAL | BEC Distribution, Inc. | 74/147,211 | Registered | 1,672,490 |
| USA | ROBERTO MORELLI | BEC Distribution, Inc. | 74/020,243 | Registered | 1,692,497 |
| USA | SAN TROPEZ SUN FASHIONS | OPTI-RAY, INC. | 74/203,702 | Abandoned | |
| USA | SCRIP CLIP (logo form) | BEC Distribution, Inc. | 000,936 | Registered | 1,616,531 |
| USA | SEYMOUR SHADES | BEC Distribution, Inc. | 73/762,548 | Abandoned | 1,569,377 |
| USA | SHOCKWAVES | BEC Distribution, Inc. | 752,487 | Abandoned | 1,586,566 |
| USA | SIGNATURE SERIES | BONNEAU COMPANY, THE | 201,783 | Abandoned | 1,193,531 |
| USA | SPARE PAIR | BONNEAU COMPANY, THE | 742,893 | Withdrawn | |
| USA | SPARE PAIR | BONNEAU COMPANY, THE | 74/350,391 | Rejected | |
| USA | SPARE PAIR | BEC Distribution, Inc. | 74/385,151 | Suspended | |

TRADEMARK
TRADEMARK

| | | | | | |
|-----|--------------------------------|--------------------------------|------------|------------|-----------|
| USA | SPARE PAIR PLUS | BEC Distribution, Inc. | 74/390,063 | Suspended | 1,668,597 |
| USA | SPARE PAIR PREMIER | BEC Distribution, Inc. | 74/390,065 | Suspended | 1,489,179 |
| USA | SPARE PAIR USA | BEC Distribution, Inc. | 74/390,062 | Suspended | 1,253,656 |
| USA | SPARKS | INTERNATIONAL EYEWEAR & ACCESS | 74/143,544 | Registered | 1,640,298 |
| USA | SPARKS | INTERNATIONAL EYEWEAR & ACCESS | 73/685,817 | Registered | |
| USA | SPEC 1000 | BEC Distribution, Inc. | 73/335,342 | Registered | |
| USA | SPECTACULAR SHADES | BEC Distribution, Inc. | 020,156 | Registered | |
| USA | SPECTRUM, THE | BEC Distribution, Inc. | 145,162 | Abandoned | |
| USA | SPORTICA | PENNSYLVANIA OPTICAL COMPANY | 74/179,395 | Registered | 1,765,227 |
| USA | SPS | BEC Distribution, Inc. | 74/166,179 | Registered | 1,742,192 |
| USA | SPS SOLAR PROTECTION SYSTEM (S | BEC Distribution, Inc. | 479,374 | Rejected | 1,335,232 |
| USA | SUN PROTECTORS BY OPTI-RAY | BONNEAU COMPANY, THE | 490,811 | Registered | 1,334,128 |
| USA | SUN SNOOZERS | BEC Distribution, Inc. | 693,139 | Registered | 0,642,912 |
| USA | SUNFIGHTERS | BEC Distribution, Inc. | 74/455,426 | Registered | 1,857,578 |
| USA | SUNFIGHTERS, THE | BONNEAU COMPANY, THE | 362,597 | Abandoned | 0,903,493 |
| USA | SUNGLASS Logo | BEC Distribution, Inc. | 74/522,059 | Registered | 1,894,964 |
| USA | SUNSEEKERS | BEC Distribution, Inc. | 762,547 | Abandoned | 1,544,278 |
| USA | SUNSEEKERS | BEC Distribution, Inc. | 74/587,475 | Pending | |
| USA | SUPERIOR LENSES | BEC Distribution, Inc. | 74/406,951 | Abandoned | |
| USA | SUSPENDERS | BEC Distribution, Inc. | 145,164 | Abandoned | |
| USA | T.G.I.F. EYE WEAR | PENNSYLVANIA OPTICAL COMPANY | 74/406,671 | Pending | |
| USA | TEASERS | BEC Distribution, Inc. | 73/768,628 | Lapsed | 1,548,124 |
| USA | THE TRUSTED NAME IN READING GL | BONNEAU COMPANY, THE | 74/560,378 | Pending | |
| USA | THE TRUSTED NAME IN SUNGLASSES | BEC Distribution, Inc. | 74/560,377 | Registered | 1,962,784 |
| USA | THE YOUNG WORLD OF FOSTER GRAN | BONNEAU COMPANY, THE | 409,931 | Abandoned | 0,959,802 |
| USA | THINTYPES | BONNEAU COMPANY, THE | 315,695 | Abandoned | 1,212,264 |
| USA | TIMELESS VISIONS | BEC Distribution, Inc. | 74/483,074 | Abandoned | 428,188 |
| USA | TOWN AND COUNTRY | BONNEAU COMPANY, THE | 501,975 | Abandoned | 0,811,758 |
| USA | TRESS & DESIGN | BONNEAU COMPANY, THE | 201,116 | Abandoned | 1,301,329 |
| USA | UNILENS | BONNEAU COMPANY, THE | 411,761 | Abandoned | 1,799,189 |
| USA | UNITED SHADES OF OPTI-RAY | BEC Distribution, Inc. | 74/355,549 | Registered | 1,055,486 |
| USA | VAM | PENNSYLVANIA OPTICAL COMPANY | 088,191 | Registered | 1,544,279 |
| USA | VIEWPOINTS | BEC Distribution, Inc. | 762,551 | Registered | 1,132,111 |
| USA | VISION AID | PENNSYLVANIA OPTICAL COMPANY | 145,119 | Registered | 1,145,677 |
| USA | VISION AID MAGNIFIERS | PENNSYLVANIA OPTICAL COMPANY | 176,592 | Registered | 1,026,595 |
| USA | VISION GUARD | PENNSYLVANIA OPTICAL COMPANY | 010,590 | Abandoned | 1,560,590 |
| USA | WALKABOUTS | BEC Distribution, Inc. | 752,486 | Abandoned | 1,509,030 |
| USA | WE MAKE YOU LOOK GOOD | BONNEAU COMPANY, THE | 689,139 | Abandoned | |
| USA | WHO'S THAT BEHIND THOSE FOSTER | BEC Distribution, Inc. | 75/023,030 | Filed | |
| USA | X BY FOSTER GRANT | BEC DISTRIBUTION, INC. | 74/697,301 | Published | 1,324,192 |
| USA | XL SERIES | BEC Distribution, Inc. | 453,647 | Registered | 1,479,479 |
| USA | ZONE 3 | BONNEAU COMPANY, THE | 73/675,985 | Lapsed | 1,916,287 |
| USA | ZONE 3 | BEC Distribution, Inc. | 74/573,488 | Registered | |

REEL: 1467 FRAME: 0501

TRADEMARK

REEL: 001972 FRAME: 0672

| Country | Mark | owner | Status | Application No | Registration No |
|---------|--------------------------------|-------------------------------|------------|----------------|-----------------|
| COLOMB | ORC | Optical Radiation Corporation | Registered | 94/503,562 | 94/503,562 |
| FRANC | ORCOLITE | Optical Radiation Corporation | Registered | 63-140775 | 2,374,823 |
| JAPAN | OPTI-BEAM | Optical Radiation Corporation | Registered | | 1,998,420 |
| JAPAN | ORC | Optical Radiation Corporation | Pending | 59-2099 | |
| JAPAN | UV-400 | Optical Radiation Corporation | Pending | 85013472 | |
| TAIWAN | FOCALITE | OPTICAL RADIATION CORPORATION | Pending | 85013473 | |
| TAIWAN | FVEVE | Optical Radiation Corporation | Pending | 85013474 | |
| TAIWAN | LINERREE | Optical Radiation Corporation | Pending | 85013475 | |
| TAIWAN | LITWEIGHTS | OPTICAL RADIATION CORPORATION | Pending | 85013476 | |
| TAIWAN | ORCOLITE | OPTICAL RADIATION CORPORATION | Pending | 85013477 | |
| TAIWAN | POLAR POLY | Optical Radiation Corporation | Pending | 85013478 | |
| TAIWAN | POLY TAG | OPTICAL RADIATION CORPORATION | Pending | | 85013480 |
| TAIWAN | TOMORROW'S TECHNOLOGY TODAY | Optical Radiation Corporation | Pending | | |
| TAIWAN | TUFF STUFF | Optical Radiation Corporation | Pending | 85013479 | |
| USA | ARC-901 | Optical Radiation Corporation | Registered | 440,235 | 1,290,857 |
| USA | CD Sound | Optical Radiation Corporation | Abandoned | 74/016,770 | |
| USA | CDS | Optical Radiation Corporation | Registered | | 1,650,628 |
| USA | CENTURY | Optical Radiation Corporation | Registered | 73/834,190 | 1,664,745 |
| USA | CENTURY & Design | Optical Radiation Corporation | Abandoned | 73/519,318 | |
| USA | CINEMA DIGITAL SOUND | Optical Radiation Corporation | Abandoned | 74/016,772 | |
| USA | CINEMA DIGITAL SOUND | Optical Radiation Corporation | Registered | 74/016,771 | 1,652,198 |
| USA | CINEMASCOPE | Optical Radiation Corporation | Registered | 74/124,167 | 1,800,476 |
| USA | COMPUTON | Optical Radiation Corporation | Cancelled | 73/708,337 | 1,519,694 |
| USA | DEM-10 | Optical Radiation Corporation | Cancelled | 73/711,319 | 1,514,433 |
| USA | EXCHWITE | Optical Radiation Corporation | Registered | 74/272,705 | 1,746,115 |
| USA | ENDRY | Optical Radiation Corporation | Abandoned | 74/100,215 | |
| USA | ENVIRO COAT | Optical Radiation Corporation | Abandoned | 74/579,805 | |
| USA | FILEVUE | Optical Radiation Corporation | Abandoned | 74/421,056 | |
| USA | FLEXCON | Optical Radiation Corporation | Abandoned | 74/128,053 | |
| USA | FOCALITE | Optical Radiation Corporation | Registered | 74/272,704 | 1,741,085 |
| USA | FOCALITES | Optical Radiation Corporation | Abandoned | 74/194,318 | |
| USA | I-KLEEN | Optical Radiation Corporation | Abandoned | 74/053,697 | |
| USA | KERASCAN | Optical Radiation Corporation | Allowed | 74/420,585 | |
| USA | KERAVUE | Optical Radiation Corporation | Abandoned | 74/388,372 | |
| USA | LENSES YOU CAN'T GET IN AN HOU | Optical Radiation Corporation | Registered | 74/104,344 | 1,730,722 |
| USA | LIDS | Optical Radiation Corporation | Registered | 74/169,436 | 1,731,996 |
| USA | LIDS | Optical Radiation Corporation | Abandoned | 74/100,129 | |
| USA | LIDS and design | Optical Radiation Corporation | Abandoned | 74/127,975 | |
| USA | LINE FREE PROGRESSIVE LENS and | Optical Radiation Corporation | Registered | 73/677,061 | 1,624,495 |
| USA | LIVE STYLE LENSES | Optical Radiation Corporation | Registered | | 1,717,706 |

REEL: 1467 FRAME: 0502

TRADEMARK

REEL: 001972 FRAME: 0673

| | | | | | |
|-------|--------------------------------|-------------------------------|------------|-------------|------------|
| USA | LITTONES | Optical Radiation Corporation | Abandoned | 74/147, 101 | 1,384, 122 |
| USA | LITESTYLE | Optical Radiation Corporation | Registered | 73/550, 332 | 1,663, 267 |
| USA | LITESTYLE LENSES and design | Optical Radiation Corporation | Registered | 74/108, 286 | 1,739, 526 |
| USA | LITWEIGHTS | Optical Radiation Corporation | Registered | 74/129, 504 | |
| USA | MASTERVUE | Optical Radiation Corporation | Abandoned | 74/420, 583 | |
| USA | MASTERVUE | Optical Radiation Corporation | Registered | | 1,873, 665 |
| USA | MEMORYLENS | Optical Radiation Corporation | Registered | 74/052, 655 | 1,637, 512 |
| USA | MIRAGE | Optical Radiation Corporation | Published | 74/237, 905 | |
| USA | MIRAGE 2000 | Optical Radiation Corporation | Published | 74/273, 615 | |
| USA | MULTIVUE | Optical Radiation Corporation | Registered | 74/420, 582 | 1,866, 620 |
| USA | NIGUARD | Optical Radiation Corporation | Abandoned | 37,991 | 1,029, 590 |
| USA | NIOPTICS | Optical Radiation Corporation | Registered | 38,795 | 1,035, 239 |
| USA | NO STITCH | Optical Radiation Corporation | Abandoned | 74/056, 932 | |
| USA | NULL STITCH | Optical Radiation Corporation | Abandoned | 74/056, 933 | |
| USA | OG and Design | Optical Radiation Corporation | Registered | 74/273, 624 | |
| USA | OMEGA | Optical Radiation Corporation | Abandoned | 74/058, 834 | 1,746, 228 |
| USA | OMEGA OPTICAL COMPANY | Optical Radiation Corporation | Registered | | 1,672, 871 |
| USA | OMEGA | Optical Radiation Corporation | Registered | | 1,071, 792 |
| USA | OPTI-BEAM | Optical Radiation | Registered | | 1,299, 325 |
| USA | OPTIMAX | Optical Radiation Corporation | Registered | 73/299, 133 | 1,193, 088 |
| USA | ORCO | Optical Radiation Corporation | Registered | | 1,407, 532 |
| USA | ORCOLITE | Optical Radiation Corporation | Cancelled | | 1,192, 739 |
| USA | ORCOLITE | Optical Radiation Corporation | Registered | 312, 675 | 1,192, 739 |
| USA | ORCOLON | Optical Radiation Corporation | Registered | 73/312, 675 | 1,485, 915 |
| USA | ORCON | Optical Radiation Corporation | Cancelled | | 1,014, 923 |
| USA | POLAR POLY | OPTICAL RADIATION CORPORATION | Expired | 443, 155 | |
| USA | POLY TX3 | Optical Radiation Corporation | Published | 74/686, 001 | 1,648, 031 |
| USA | POLY TX3 | Optical Radiation Corporation | Registered | 74/079, 441 | |
| USA | POLY TX3 | Optical Radiation Corporation | Pending | 74/047, 612 | |
| USA | POLYTX3 | Optical Radiation Corporation | Registered | 74/043, 263 | 1,634, 713 |
| USA | QUICKVUE | Optical Radiation Corporation | Registered | 74/420, 584 | 1,879, 570 |
| USA | RX PEDITER OPTICAL RADIATION | Optical Radiation Corporation | Cancelled | | 1,486, 769 |
| USA | SMART TOPOGRAPHY | Optical Radiation Corporation | Registered | 74/421, 055 | 1,865, 456 |
| USA | STABLEFLEX | Optical Radiation Corporation | Cancelled | | 1,276, 768 |
| USA | STITCHLESS | Optical Radiation Corporation | Cancelled | 74/056, 934 | |
| USA | THE OMEGA GROUP | Optical Radiation Corporation | Abandoned | | 1,672, 870 |
| USA | TOMORROW'S TECHNOLOGY TODAY | Optical Radiation Corporation | Registered | unknown | |
| USA | TUFF STUFF | Optical Radiation Corporation | Pending | 75/023, 163 | |
| USA | ULTRA LITESTYLE | Optical Radiation Corporation | Pending | 74/166, 894 | 1,688, 859 |
| USA | ULTRA LITESTYLE LENSES & Desig | Optical Radiation Corporation | Registered | 74/166, 893 | 1,701, 511 |
| USA | ULTRA-STAR | Optical Radiation Corporation | Registered | 73/588, 247 | 1,426, 376 |
| USA | USA | Optical Radiation Corporation | Registered | 74/121, 344 | 1,697, 150 |
| USA | UV-400 | Optical Radiation Corporation | Registered | 73/242, 086 | 1,153, 788 |
| USA | XENOGRAPHIC | Optical Radiation Corporation | Expired | 444, 012 | 1,005, 554 |
| USA | ZERO STICH | Optical Radiation Corporation | Abandoned | 74/056, 935 | |
| USACA | ARC-901 | Optical Radiation Corporation | Registered | | 70, 562 |

REEL: 1467 FRAME: 100 TRADEMARK

REEL: 001972 FRAME: 0674

| | | | | |
|-------|--------------------|--------------------------------|------------|---------|
| USACA | CENTURY and Design | Optical Radiation Corporation | Expired | 75, 936 |
| USACA | LITESTYLE | Optical Radiation Corporation. | Expired | 78, 152 |
| USACA | NIGUARD | Optical Radiation Corporation | Expired | 2, 744 |
| USACA | NIOPTICS | Optical Radiation Corporation | Renewed | 52, 725 |
| USACA | OPTI-BEAM | Optical Radiation Corporation | Expired | 68, 472 |
| USACA | OPTIMAX | Optical Radiation Corporation | Expired | 63, 129 |
| USACA | OROLITE | Optical Radiation Corporation | Renewed | 51, 574 |
| USACA | STABLEFLEX | Optical Radiation Corporation | Expired | 67, 300 |
| USATX | ORCO and Design | Optical Radiation Corporation | Registered | 46, 017 |

TRADEMARK

REEL: 1467 FRAME: 0504

TRADEMARK

REEL: 001972 FRAME: 0675

| Country | Mark | Owner | Status | Application No | Registration No |
|---------|--------------------------------|------------------------------|------------|----------------|-----------------|
| ARGENT | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 1,671,147 | 1,325,132 |
| AUSAL | AQUA-WATERS | THE BONNEAU COMPANY | Abandoned | | A244974 |
| AUSAL | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 244,974 | A,244,974 |
| AUSAL | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 242,679 | B,242,679 |
| AUSAL | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 244,963 | A244,963 |
| BAHAM | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 8,692 | 8,692 |
| BAHRA | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 489/80 | 5,817 |
| BARBA | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | | 4,868 |
| BERAU | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | | B8,341 |
| BRAZL | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 20,048/M-78 | 006,921,181 |
| BRAZL | FOSTER GRANT | BEC Distribution, Inc. | Registered | | 006,921,183 |
| BRDNE | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | | 8,664 |
| CANAD | BONNEAU | BONNEAU COMPANY, THE | Abandoned | 683,073 | |
| CANAD | EYE GEAR | OPTI-RAY, INC. | Abandoned | 449,599 | |
| CANAD | EYE GEAR & DESIGN | BONNEAU COMPANY, THE | Registered | 484,835 | 284,959 |
| CANAD | FG (Stylized) | BONNEAU COMPANY, THE | Registered | 484,771 | 273,483 |
| CANAD | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 203,499 | 132/33758 |
| CANAD | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 393,462 | 223,980 |
| CANAD | GETAWAYS | BEC DISTRIBUTION, INC. | Published | 785,841 | |
| CANAD | HIDDEN EYES | OPTI-RAY, INC. | Pending | 706,373 | |
| CANAD | LIGHT WAVES & LENS DESIGN | BONNEAU COMPANY, THE | Abandoned | 393,461 | TMA45,778 |
| CANAD | OPTI-RAY | OPTI-RAY, INC. | Registered | 556,682 | 221,392 |
| CANAD | PENOPTICS | BEC Distribution, Inc. | Registered | | 327,303 |
| CANAD | PENOPTICS | PENNSYLVANIA OPTICAL COMPANY | Registered | 683,072 | 396,473 |
| CANAD | SPEC 1000 | BONNEAU COMPANY, THE | Registered | 484,766 | 386,473 |
| CANAD | SPECTRA-SHADES | BONNEAU COMPANY, THE | Abandoned | 393,463 | 221,393 |
| CANAD | SPOKABLES | BONNEAU COMPANY, THE | Registered | 484,767 | 300,075 |
| CANAD | THE YOUNG WORLD OF FOSTER GRAN | BONNEAU COMPANY, THE | Registered | 527,614 | 304,946 |
| CANAD | THE YOUNG WORLD OF FOSTER GRAN | BONNEAU COMPANY, THE | Registered | 683,074 | 396,474 |
| CAYMA | VIEWPOINTS | THE BONNEAU COMPANY | Registered | 119,331 | 1,063,510 |
| CHILE | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | | 337,591 |
| CHINA | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | | 161,208 |
| CHINA | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | | 97,276 |
| COLMB | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 173,958 | 54,856 |
| COSTA | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 780,407 | 27,888 |
| DOMRP | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 71,842 | 71,842 |
| GREEC | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | 77,805 | 25 OF 1983 |
| GRAND | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | | 49,478 |
| GUAHY | FOSTER GRANT | BONNEAU COMPANY, THE | Registered | | 49,478 |
| GUAHY | FOSTER GRANT | BEC Distribution | Abandoned | | 616/81 |
| HONKN | FOSTER GRANT | BONNEAU COMPANY, THE | Abandoned | 351/87 | |

| | | | | | |
|-----|-----------------------------|--------------------------------|------------|------------|-----------|
| USA | BEACH COMBER | BONNEAU COMPANY, THE | Abandoned | 278,442 | 0,851,107 |
| USA | BEACH COMBER & DESIGN | BONNEAU COMPANY, THE | Abandoned | 278,443 | 0,851,108 |
| USA | BENCOTE | BEC Distribution, Inc. | Registered | 242,531 | 839,945 |
| USA | RENSAFE (stylized letters) | BEC Distribution, Inc. | Registered | 451,830 | 396,435 |
| USA | HENSON OPTICAL | BEC Distribution, Inc. | Registered | 232,886 | 1,762,534 |
| USA | HENSON'S | BEC Distribution, Inc. | Registered | 242,530 | 837,916 |
| USA | BENSON'S and design | BEC Distribution, Inc. | Expired | 465,646 | 1,007,606 |
| USA | BESTSELLERS | BEC Distribution, Inc. | Registered | 74/573,487 | 1,916,286 |
| USA | BLU-TECH 500 | BEC Distribution, Inc. | Abandoned | 73/715,914 | 1,514,437 |
| USA | BLU-TECH 500 | BONNEAU COMPANY, THE | Abandoned | 74/619,021 | |
| USA | BLUES BY FOSTER GRANT | BEC DISTRIBUTION, INC. | Published | 74/695,299 | |
| USA | BONNEAU | BEC Distribution, Inc. | Registered | 745,184 | 1,547,153 |
| USA | CHAIN REACTION | INTERNATIONAL EYEWEAR & ACCESS | Registered | 74/236,917 | 1,742,891 |
| USA | CHOIX (Stylized Letters) | BONNEAU COMPANY, THE | Registered | 748,640 | 1,538,025 |
| USA | COOL WAVES | Bonneau Company | Abandoned | 73/752,444 | |
| USA | CONFORMATIC | BONNEAU COMPANY, THE | Abandoned | 306,474 | 0,872,979 |
| USA | CRYSTAL GAZERS | BONNEAU COMPANY, THE | Abandoned | 377,575 | 0,925,092 |
| USA | DESERT SANDS | BEC Distribution, Inc. | Registered | 021,324 | 1,614,733 |
| USA | DRIVER'S CHOICE | BEC Distribution, Inc. | Registered | 73/652,776 | 1,462,644 |
| USA | ESSENTIAL EYES | BEC Distribution, Inc. | Registered | 74/124,298 | 1,692,701 |
| USA | EYE FLYERS | BONNEAU COMPANY, THE | Abandoned | 386,043 | 0,923,781 |
| USA | EYE GEAR | BEC Distribution, Inc. | Registered | 72/392,102 | 952,456 |
| USA | EYE POWER | INTERNATIONAL EYEWEAR & ACCESS | Registered | 73/303,130 | 1,227,369 |
| USA | EYE POWER OPTICS (Stylized) | INTERNATIONAL EYEWEAR & ACCESS | Registered | 73/306,430 | 1,227,373 |
| USA | EYE-IDENTIFICATION | BEC Corporation, Inc. | Registered | 73/263,555 | 1,167,101 |
| USA | FASHION READER | Opti-Ray, Inc. | Abandoned | 74/313,785 | |
| USA | FF77 IMPACT | BONNEAU COMPANY, THE | Abandoned | 386,042 | 0,940,469 |
| USA | FG (Design) | BEC Distribution, Inc. | Proposed | | |
| USA | FG (Stylized Design) | BEC Distribution, Inc. | Registered | 244,212 | 1,156,236 |
| USA | FG (Stylized) | BEC Distribution, Inc. | Cancelled | 73/372,924 | 1,264,781 |
| USA | FG FG FG and Design | BONNEAU COMPANY, THE | Abandoned | 444,578 | 0,995,260 |
| USA | FGSPORT | BEC Distribution, Inc. | Filed | 75/020,298 | |
| USA | FITS-IN | PENNSYLVANIA OPTICAL COMPANY | Registered | 088,615 | 713,979 |
| USA | FLEX SPEX | BONNEAU COMPANY, THE | Abandoned | 752,443 | 1,540,265 |
| USA | FOSTER GRANT | BEC Distribution, Inc. | Cancelled | 438,928 | 1,303,854 |
| USA | FOSTER GRANT | BEC Distribution, Inc. | Registered | 315,696 | 1,255,021 |
| USA | FOSTER GRANT | BONNEAU COMPANY, THE | Lapsed | 689,511 | 1,492,983 |
| USA | FOSTER GRANT | BEC Distribution, Inc. | Abandoned | 74/297,476 | |
| USA | FOSTER GRANT | BEC Distribution, Inc. | Registered | 084,528 | 703,527 |
| USA | GLARE GUARD | INTERNATIONAL EYEWEAR & ACCESS | Registered | 73/082,666 | 1,079,262 |
| USA | GRANTLYX | BONNEAU COMPANY, THE | Abandoned | 501,974 | 0,428,187 |
| USA | GREAT IMPERSONATORS, THE | BONNEAU COMPANY, THE | Abandoned | 409,932 | 0,960,848 |
| USA | HIDDEN EYES | OPTI-RAY, INC. | Abandoned | 74/157,345 | |
| USA | HIDDEN EYES | Opti-Ray | Registered | 74/564,095 | 1,946,497 |
| USA | IMAGE MAKERS | BEC Distribution, Inc. | Registered | 74/591,494 | 1,925,265 |

| | | | | | |
|-----|--------------------------------|--------------------------------|------------|------------|-----------|
| USA | INLINE SPECTRUM, THE | PENNSYLVANIA OPTICAL COMPANY | 145,163 | Abandoned | 1,619,658 |
| USA | INTERNATIONAL | BEC Distribution, Inc. | 73/181,442 | Registered | 0,993,392 |
| USA | INTERNATIONAL & Design | BEC Distribution, Inc. | 73/181,140 | Registered | 1,317,788 |
| USA | ISN'T THAT YOU BEHIND THOSE FO | BEC Distribution, Inc. | 174,811 | Registered | 0,428,189 |
| USA | KIDS CARE FOR KIDS | BEC | Unknown | Filed | 1,059,079 |
| USA | LA BELLE FEMME | BEC Distribution, Inc. | 021,300 | Registered | 0,960,849 |
| USA | LIGHT WAVES & LENS DESIGN | BONNEAU COMPANY, THE | 003,057 | Abandoned | 1,895,567 |
| USA | LOOK OF THE MONTH | INTERNATIONAL EYEWEAR & ACCESS | 73/446,179 | Registered | 0,930,481 |
| USA | LOVE AT FIRST SIGHT | BONNEAU COMPANY, THE | 74/587,474 | Abandoned | 1,956,722 |
| USA | MALAGO BAY | BEC Distribution, Inc. | 501,978 | Allowed | 0,666,855 |
| USA | MICROTEST | BONNEAU COMPANY, THE | 73/082,667 | Abandoned | 0,615,752 |
| USA | MIRROR MATIC | INTERNATIONAL EYEWEAR & ACCESS | 409,933 | Registered | 1,340,304 |
| USA | MOOD MAKERS, THE | BONNEAU COMPANY, THE | 74/446,458 | Registered | 1,507,867 |
| USA | MOOD MAKERS, THE | BEC Distribution, Inc. | 361,790 | Abandoned | 1,478,471 |
| USA | MOOD MODULES and Design | BONNEAU COMPANY, THE | 74/483,073 | Opposed | 1,540,276 |
| USA | MVP | BEC Distribution, Inc. | 74/711,472 | Pending | 1,548,726 |
| USA | NO LIMITS BY FOSTER GRANT | BEC Distribution, Inc. | 74/406,670 | Registered | 1,549,245 |
| USA | OPTI SIGHT | BEC Distribution, Inc. | 040,935 | Registered | 1,681,842 |
| USA | OPTI-CLIPCOVER | BEC Distribution, Inc. | 681,765 | Registered | 1,914,705 |
| USA | OPTI-CLIPS | BEC Distribution, Inc. | 494,763 | Registered | 1,556,631 |
| USA | OPTI-RAY | BEC Distribution, Inc. | 570,142 | Registered | 0,913,171 |
| USA | OPTIVISION & Design | BEC Distribution, Inc. | 73/715,914 | Cancelled | 1,672,490 |
| USA | OV & Design | BEC Distribution, Inc. | 74/462,673 | Lapsed | 1,692,497 |
| USA | OZONE SHIELD | BEC Distribution, Inc. | Unknown | Proposed | 1,616,531 |
| USA | PENNOPTICS | BEC Distribution, Inc., | 73/755,370 | Cancelled | 1,569,377 |
| USA | PENNOPTICS | BEC Distribution, Inc., | 762,550 | Cancelled | 1,586,566 |
| USA | PLUS MERCHANDISING | BEC Distribution, Inc. | 74/587,472 | Registered | 1,193,531 |
| USA | PRESRIPTIVES | BEC Distribution, Inc. | 73/685,850 | Abandoned | 0,913,171 |
| USA | PRET (Design) | INTERNATIONAL EYEWEAR & ACCESS | 125,059 | Registered | 1,672,490 |
| USA | PROFILES | BEC Distribution, Inc. | 74/560,376 | Registered | 1,692,497 |
| USA | RADZ | BEC Distribution, Inc. | 762,549 | Registered | 1,616,531 |
| USA | REACT-A-MATIC | BEC Distribution, Inc. | 74/605,980 | Abandoned | 1,569,377 |
| USA | REBELS | BONNEAU COMPANY, THE | 74/605,979 | Published | 1,586,566 |
| USA | REBELS logo | BONNEAU COMPANY, THE | 342,761 | Pending | 1,193,531 |
| USA | RENAULD ALUMINARIES | BONNEAU COMPANY, THE | 74/147,211 | Abandoned | 0,913,171 |
| USA | RENAULD INTERNATIONAL | BEC Distribution, Inc. | 74/020,243 | Registered | 1,672,490 |
| USA | ROBERTO MORELLI | BEC Distribution, Inc. | 74/203,702 | Registered | 1,692,497 |
| USA | SAN TROPEZ SUN FASHIONS | OPTI-RAY, INC. | 000,936 | Abandoned | 1,616,531 |
| USA | SCRIP CLIP (Logo form) | BEC Distribution, Inc. | 73/762,548 | Registered | 1,569,377 |
| USA | SEYMOUR SHADES | BEC Distribution, Inc. | 752,487 | Abandoned | 1,586,566 |
| USA | SHOCKWAVES | BONNEAU COMPANY, THE | 201,783 | Abandoned | 1,193,531 |
| USA | SIGNATURE SERIES | BONNEAU COMPANY, THE | 742,893 | Withdrawn | 0,913,171 |
| USA | SPARE PAIR | BONNEAU COMPANY, THE | 74/350,391 | Rejected | 1,672,490 |
| USA | SPARE PAIR | BONNEAU COMPANY, THE | 74/385,151 | Rejected | 1,692,497 |
| USA | SPARE PAIR | BEC Distribution, Inc. | | Suspended | 1,616,531 |

2

| | | | | |
|-----|--------------------------------|--------------------------------|------------|------------|
| USA | SPARE PAIR PLUS | BEC Distribution, Inc. | 74/390,063 | Suspended |
| USA | SPARE PAIR PREMIER | BEC Distribution, Inc. | 74/390,065 | Suspended |
| USA | SPARE PAIR USA | BEC Distribution, Inc. | 74/390,062 | Suspended |
| USA | SPARKS | INTERNATIONAL EYEWEAR & ACCESS | 74/143,544 | Registered |
| USA | SPARKS | INTERNATIONAL EYEWEAR & ACCESS | 73/685,817 | Registered |
| USA | SPEC 1000 | BEC Distribution, Inc. | 73/335,342 | Registered |
| USA | SPECTACULAR SHADES | BEC Distribution, Inc. | 020,156 | Registered |
| USA | SPECTRUM, THE | PENNSYLVANIA OPTICAL COMPANY | 145,162 | Abandoned |
| USA | SPORTICA | BEC Distribution, Inc. | 74/179,395 | Registered |
| USA | SPS | BEC Distribution, Inc. | 74/166,179 | Registered |
| USA | SPS SOLAR PROTECTION SYSTEM (S | BONNEAU COMPANY, THE | 479,374 | Rejected |
| USA | SUN PROTECTORS BY OPTI-RAY | BEC Distribution, Inc. | 490,811 | Registered |
| USA | SUN SNOOZERS | BEC Distribution, Inc. | 693,139 | Registered |
| USA | SUNFIGHTERS | BEC Distribution, Inc. | 74/455,426 | Registered |
| USA | SUNFIGHTERS, THE | BONNEAU COMPANY, THE | 362,597 | Abandoned |
| USA | SUNGLASS Logo | BEC Distribution, Inc. | 74/522,059 | Registered |
| USA | SUNSEEKERS | BEC Distribution, Inc. | 762,547 | Abandoned |
| USA | SUNSEEKERS | BEC Distribution, Inc. | 74/587,475 | Pending |
| USA | SUPERIOR LENSES | BEC Distribution, Inc. | 74/406,951 | Abandoned |
| USA | SUSPENDERS | PENNSYLVANIA OPTICAL COMPANY | 145,164 | Abandoned |
| USA | T.G.I.F. EYE WEAR | BEC Distribution, Inc. | 74/406,671 | Pending |
| USA | TEASERS | BEC Distribution, Inc. | 73/768,628 | Lapsed |
| USA | THE TRUSTED NAME IN READING GL | BONNEAU COMPANY, THE | 74/560,378 | Pending |
| USA | THE TRUSTED NAME IN SUNGLASSES | BEC Distribution, Inc. | 74/560,377 | Registered |
| USA | THE YOUNG WORLD OF FOSTER GRAN | BONNEAU COMPANY, THE | 409,931 | Abandoned |
| USA | THINTYPES | BONNEAU COMPANY, THE | 315,695 | Abandoned |
| USA | TIMELESS VISIONS | BEC Distribution, Inc. | 74/483,074 | Abandoned |
| USA | TOWN AND COUNTRY | BONNEAU COMPANY, THE | 501,975 | Abandoned |
| USA | TRESS & DESIGN | BONNEAU COMPANY, THE | 201,116 | Abandoned |
| USA | UNILENS | BONNEAU COMPANY, THE | 411,761 | Abandoned |
| USA | UNITED SHADES OF OPTI-RAY | BEC Distribution, Inc. | 74/355,549 | Registered |
| USA | VAM | PENNSYLVANIA OPTICAL COMPANY | 088,191 | Registered |
| USA | VIEWPOINTS | BEC Distribution, Inc. | 762,551 | Registered |
| USA | VISION AID | PENNSYLVANIA OPTICAL COMPANY | 145,119 | Registered |
| USA | VISION AID MAGNIFIERS | PENNSYLVANIA OPTICAL COMPANY | 176,592 | Registered |
| USA | VISION GUARD | PENNSYLVANIA OPTICAL COMPANY | 010,590 | Abandoned |
| USA | WALKABOUTS | BEC Distribution, Inc. | 752,486 | Abandoned |
| USA | WE MAKE YOU LOOK GOOD | BONNEAU COMPANY, THE | 689,139 | Abandoned |
| USA | WHO'S THAT BEHIND THOSE FOSTER | BEC Distribution, Inc. | 75/023,030 | Filed |
| USA | X BY FOSTER GRANT | BEC DISTRIBUTION, INC. | 74/697,301 | Published |
| USA | XL SERIES | BEC Distribution, Inc. | 453,647 | Registered |
| USA | ZONE 3 | BONNEAU COMPANY, THE | 73/675,985 | Lapsed |
| USA | ZONE 3 | BEC Distribution, Inc. | 74/573,488 | Registered |
| | | | 1,668,597 | |
| | | | 1,489,179 | |
| | | | 1,253,656 | |
| | | | 1,640,298 | |
| | | | 1,765,227 | |
| | | | 1,742,192 | |
| | | | 1,335,232 | |
| | | | 1,334,128 | |
| | | | 0,642,912 | |
| | | | 1,857,578 | |
| | | | 0,903,493 | |
| | | | 1,894,964 | |
| | | | 1,544,278 | |
| | | | 1,548,124 | |
| | | | 1,962,784 | |
| | | | 0,959,802 | |
| | | | 1,212,264 | |
| | | | 428,188 | |
| | | | 0,811,758 | |
| | | | 1,301,329 | |
| | | | 1,799,189 | |
| | | | 1,055,486 | |
| | | | 1,544,279 | |
| | | | 1,132,111 | |
| | | | 1,145,677 | |
| | | | 1,026,595 | |
| | | | 1,560,590 | |
| | | | 1,509,030 | |
| | | | 1,324,192 | |
| | | | 1,479,479 | |
| | | | 1,916,287 | |

| Country | Mark | owner | Status | Application No | Registration No |
|---------|--------------------------------|-------------------------------|------------|----------------|-----------------|
| COUMB | ORC | Optical Radiation Corporation | Registered | 94/503,562 | 94/503,562 |
| FRANC | ORCOLITE | Optical Radiation Corporation | Registered | 63-140775 | 2,374,823 |
| JAPAN | OPTI-BEAM | Optical Radiation Corporation | Registered | | 1,998,420 |
| JAPAN | ORC | Optical Radiation Corporation | Pending | 59-2099 | |
| JAPAN | UV-400 | Optical Radiation Corporation | Pending | 85013472 | |
| TAIWAN | FOCALITE | OPTICAL RADIATION CORPORATION | Pending | 85013473 | |
| TAIWAN | FYEYE | Optical Radiation Corporation | Pending | 85013474 | |
| TAIWAN | LINEFREE | Optical Radiation Corporation | Pending | 85013475 | |
| TAIWAN | LITWEIGHTS | OPTICAL RADIATION CORPORATION | Pending | 85013476 | |
| TAIWAN | ORCOLITE | OPTICAL RADIATION CORPORATION | Pending | 85013477 | |
| TAIWAN | POLAR POLY | Optical Radiation Corporation | Pending | 85013478 | 85013480 |
| TAIWAN | POLY TIC | Optical Radiation Corporation | Pending | | |
| TAIWAN | TOMORROW'S TECHNOLOGY TODAY | Optical Radiation Corporation | Pending | | |
| TAIWAN | TUFF STUFF | Optical Radiation Corporation | Pending | | |
| USA | ARC-901 | Optical Radiation Corporation | Registered | 85013479 | 1,290,857 |
| USA | CD Sound | Optical Radiation Corporation | Abandoned | 440,235 | |
| USA | ODS | Optical Radiation Corporation | Abandoned | 74/016,770 | |
| USA | CENTURY | Optical Radiation Corporation | Registered | 73/834,190 | 1,650,628 |
| USA | CENTURY & Design | Optical Radiation Corporation | Registered | 73/519,318 | 1,664,745 |
| USA | CINEMA DIGITAL SOUND | Optical Radiation Corporation | Abandoned | 74/016,772 | |
| USA | CINEMA DIGITAL SOUND | Optical Radiation Corporation | Abandoned | 74/016,771 | 1,652,198 |
| USA | CINEMASCOPE | Optical Radiation Corporation | Registered | 74/124,167 | 1,800,476 |
| USA | COMPUION | Optical Radiation Corporation | Registered | 73/708,337 | 1,519,694 |
| USA | DEP-10 | Optical Radiation Corporation | Cancelled | 73/711,319 | 1,514,433 |
| USA | ENCHANTIE | Optical Radiation Corporation | Cancelled | 74/272,705 | 1,746,115 |
| USA | ENDRY | Optical Radiation Corporation | Registered | 74/100,215 | |
| USA | ENVIRO COAT | Optical Radiation Corporation | Abandoned | 74/579,805 | |
| USA | FILEVUE | Optical Radiation Corporation | Abandoned | 74/421,056 | |
| USA | FLEXEON | Optical Radiation Corporation | Abandoned | 74/128,053 | |
| USA | FOCALITE | Optical Radiation Corporation | Registered | 74/272,704 | 1,741,085 |
| USA | FOCALITES | Optical Radiation Corporation | Abandoned | 74/194,318 | |
| USA | I-KLEEN | Optical Radiation Corporation | Abandoned | 74/053,697 | |
| USA | KERASCAN | Optical Radiation Corporation | Allowed | 74/420,585 | |
| USA | KERAVUE | Optical Radiation Corporation | Abandoned | 74/388,372 | |
| USA | LENSES YOU CAN'T GET IN AN HOU | Optical Radiation Corporation | Registered | 74/104,344 | 1,730,722 |
| USA | LIDS | Optical Radiation Corporation | Registered | 74/169,436 | 1,731,996 |
| USA | LIDS | Optical Radiation Corporation | Abandoned | 74/100,129 | |
| USA | LIDS and design | Optical Radiation Corporation | Abandoned | 74/127,975 | |
| USA | LIDS and design | Optical Radiation Corporation | Registered | 73/677,061 | 1,624,495 |
| USA | LINE FREE PROGRESSIVE LENS and | Optical Radiation Corporation | Registered | | 1,717,706 |
| USA | LITE STYLE LENSES | Optical Radiation Corporation | Registered | | |

| | | | | | |
|-------|--------------------------------|-------------------------------|------------|------------|-----------|
| USA | LITEONES | Optical Radiation Corporation | Abandoned | 74/147,101 | 1,873,665 |
| USA | LITESTYLE | Optical Radiation Corporation | Registered | 73/550,332 | 1,637,512 |
| USA | LITESTYLE LENSES and design | Optical Radiation Corporation | Registered | 74/108,286 | 1,866,620 |
| USA | LITWEIGHTS | Optical Radiation Corporation | Registered | 74/129,504 | 1,029,590 |
| USA | MASTERVUE | Optical Radiation Corporation | Abandoned | 74/420,583 | 1,035,239 |
| USA | MASTERVUE | Optical Radiation Corporation | Registered | 74/052,655 | 1,746,228 |
| USA | MEMORYLENS | Optical Radiation Corporation | Registered | 74/237,905 | 1,672,871 |
| USA | MIRAGE | Optical Radiation Corporation | Published | 74/273,615 | 1,071,792 |
| USA | MIRAGE 2000 | Optical Radiation Corporation | Published | 74/420,582 | 1,299,325 |
| USA | MULTIVUE | Optical Radiation Corporation | Registered | 37,991 | 1,193,088 |
| USA | NIGUARD | Optical Radiation Corporation | Abandoned | 38,795 | 1,407,532 |
| USA | NIOPTICS | Optical Radiation Corporation | Registered | 74/056,932 | 1,192,739 |
| USA | NO STITCH | Optical Radiation Corporation | Abandoned | 74/056,933 | 1,192,739 |
| USA | NULL STITCH | Optical Radiation Corporation | Abandoned | 74/273,624 | 1,485,915 |
| USA | OG and Design | Optical Radiation Corporation | Registered | 74/058,834 | 1,014,923 |
| USA | OMEGA | Optical Radiation Corporation | Abandoned | 73/299,133 | 1,648,031 |
| USA | OMEGA OPTICAL COMPANY | Optical Radiation Corporation | Registered | 312,675 | 1,634,713 |
| USA | OMEGA | Optical Radiation Corporation | Registered | 73/312,675 | 1,879,570 |
| USA | OPTI-BEAM | Optical Radiation Corporation | Cancelled | 443,155 | 1,486,769 |
| USA | OPTIMAX | Optical Radiation Corporation | Registered | 74/686,001 | 1,865,456 |
| USA | ORCO | Optical Radiation Corporation | Cancelled | 74/079,441 | 1,276,768 |
| USA | ORCOLITE | Optical Radiation Corporation | Expired | 74/047,612 | 1,672,870 |
| USA | ORCOLITE | OPTICAL RADIATION CORPORATION | Published | 74/043,263 | |
| USA | OROLON | Optical Radiation Corporation | Registered | 74/420,584 | |
| USA | OROON | Optical Radiation Corporation | Cancelled | 74/421,055 | |
| USA | POLAR POLY | Optical Radiation Corporation | Abandoned | 74/056,934 | |
| USA | POLY TX3 | Optical Radiation Corporation | Registered | unknown | |
| USA | POLY TX3 | Optical Radiation Corporation | Pending | 75/023,163 | |
| USA | POLYTX3 | Optical Radiation Corporation | Pending | 74/166,894 | |
| USA | QUICKVUE | Optical Radiation Corporation | Registered | 74/166,893 | |
| USA | RX PEDIETER OPTICAL RADIATION | Optical Radiation Corporation | Registered | 73/588,247 | |
| USA | SMART TOPOGRAPHY | Optical Radiation Corporation | Registered | 74/121,344 | |
| USA | STABLEFLEX | Optical Radiation Corporation | Registered | 73/242,086 | |
| USA | STITCHLESS | Optical Radiation Corporation | Expired | 444,012 | |
| USA | THE OMEGA GROUP | Optical Radiation Corporation | Abandoned | 74/056,935 | |
| USA | TOMORROW'S TECHNOLOGY TODAY | Optical Radiation Corporation | Registered | | |
| USA | TUFF STUFF | Optical Radiation Corporation | Pending | | |
| USA | ULTRA LITESTYLE | Optical Radiation Corporation | Pending | | |
| USA | ULTRA LITESTYLE LENSES & Desig | Optical Radiation Corporation | Registered | | |
| USA | ULTRA-STAR | Optical Radiation Corporation | Registered | | |
| USA | USA | Optical Radiation Corporation | Registered | | |
| USA | UV-400 | Optical Radiation Corporation | Registered | | |
| USA | XENOGRAPHIC | Optical Radiation Corporation | Registered | | |
| USA | ZERO STICH | Optical Radiation Corporation | Expired | | |
| USACA | ARC-901 | Optical Radiation Corporation | Abandoned | | |
| | | | Registered | | 70,562 |

| | | | | |
|-------|--------------------|--------------------------------|------------|--------|
| USACA | CENTURY and Design | Optical Radiation Corporation | Expired | 75,936 |
| USACA | LITESTYLE | Optical Radiation Corporation. | Expired | 78,152 |
| USACA | NIGUARD | Optical Radiation Corporation | Expired | 2,744 |
| USACA | NIOPTICS | Optical Radiation Corporation | Renewed | 52,725 |
| USACA | OPTI-BEAM | Optical Radiation Corporation | Expired | 68,472 |
| USACA | OPTIMAX | Optical Radiation Corporation | Expired | 63,129 |
| USACA | OROLITE | Optical Radiation Corporation | Renewed | 51,574 |
| USACA | STABLEFLEX | Optical Radiation Corporation | Expired | 67,300 |
| USATX | ORCO and Design | Optical Radiation Corporation | Registered | 46,017 |

TRADEMARK
 REEL: 1467 FRAME: 0512

8

SCHEDULE III
Copyrights

None.

SCHEDULE IV

Licenses

1. Benson entered into a License Agreement (the "License"), dated October 20, 1994, between the Borrower and OCA Acquisition, Inc., d/b/a Optical Corporation of America ("OCA"), pursuant to which Benson granted to OCA an exclusive (except with respect to the Borrower's current use, but not in the retail optical business) royalty-free license to utilize the Name/Marks "Benson", "Benson's" and/or "Benson Optical" for a period not exceeding five (5) years from the date thereof, with the exception that the license is perpetual with respect to any of the Benson Optical Co., Inc.'s and Superior Optical Company, Inc.'s retail locations within the state of Minnesota. The Borrower believes that the License does not grant rights to any names or marks which are material to its business and/or the business of its subsidiaries.

2. BEC Distribution, Inc. has a licensing arrangement with Foster Grant Group, L.P. in connection with its intellectual property.

3. Bolle America, Inc. is a party to the Distributorship Agreement dated December 15, 1992, as amended, between Bolle America, Inc. and Etablissemet Bolle S.N.C. pursuant to which Bolle America obtained certain rights to the trademarks and patents attached hereto and made a part of this Schedule IV.

4. The Foster Grant Group has entered into license agreements pursuant to which it has been granted the right to use the following brand names pursuant to and in connection with the terms of the respective license agreement: ABC Sports, Ban de Soleil, Car and Driver, Copertone, Revlon and Spalding.

BOULE' AMERICA
ACTUAL USE FILINGS STATUS REPORT

2/23/96

Page

| MARK | Owner | Fed. Filing Date | Serial No. | Determ. of Reg. Date | Action | Follow-up | Pub. Date | Opp. Date | Opposition Comments | Co Reg. No. | Cl Reg. No. |
|--------------------------|-------|------------------|------------|----------------------|--|-----------|-----------|-----------|---|-------------|-------------|
| Dysons Design | DAI | 5/15/95 | 74/635133 | | According to TDM, 7/25/95 letter re: approval of amendment was in error. Amendment is being transferred back to examining attorney for action on the amendment (per telephone call with TDM 12/19/95). | | 2/23/96 | 2/22/96 | Deadline to oppose stayed pending approval of amendment to application. | | |
| Registration (word only) | DAI | 2/28/94 | 74/480038 | | | | 2/27/95 | 2/16/95 | | | |

BOLLE' AMERICA
FEDERALLY REGISTERED MARKS REPORT

| 2/19/96 | MARK | Owner | Class1 | Class2 | Issue Date | App. Due | App. Sent | Conf. Rec'd | Exp. Date | Reg. No. | Action |
|---------|--------------------------------|-------|--------|--------|------------|-----------|-----------|-------------|------------|----------|--|
| | Trade Dress | DAI | 28 | 9 | 5/21/96 | 5/21/999 | | | 5/21/2004 | 1837764 | |
| | | | | | | TO | | | | | |
| | | | | | 5/21/2000 | | | | | | |
| | Notation | DAI | 3 | | 6/7/90 | 6/7/995 | | | 6/7/2000 | 1698944 | |
| | | | | | | TO | | | | | |
| | | | | | 6/7/1996 | | | | | | |
| | Tiger Snake | DAI | 9 | | 12/27/94 | 12/27/999 | | | 12/27/2004 | 1869356 | Registered as of 12/27/94 |
| | | | | | | TO | | | | | |
| | | | | | 12/27/2000 | | | | | | |
| | Avant Edge | DAI | 28 | 9 | 7/7/92 | 7/7/997 | | | 7/7/2002 | 1699667 | |
| | | | | | | TO | | | | | |
| | | | | | 7/7/1998 | | | | | | |
| | Murice Bottle | DAI | 9 | | 7/25/88 | 7/25/999 | | 10/2/94 | 7/25/2008 | 1888563 | Section 8 & 15 Affidavits accepted 10/2/94. |
| | | | | | | TO | | | | | |
| | | | | | 7/25/1994 | | | | | | |
| | Put on On Your Face (clothing) | DAI | 25 | | 9/13/88 | 9/13/999 | | 7/6/94 | 9/13/2008 | 1504060 | Section 8 & 15 Affidavits accepted 8/13/94. |
| | | | | | | TO | | | | | |
| | | | | | 8/13/1994 | | | | | | |
| | Overlapping | DAI | 9 | | 8/23/88 | 8/23/999 | | 7/6/94 | 8/23/2008 | 1501366 | Section 8 & 15 Affidavits accepted 8/13/94. |
| | | | | | | TO | | | | | |
| | | | | | 8/23/1994 | | | | | | |
| | bf | DAI | 28 | 9 | 11/15/88 | 11/15/999 | | 8/2/94 | 11/15/2008 | 1512392 | Section 8 & 15 Affidavit accepted 3/27/95. |
| | | | | | | TO | | | | | |
| | | | | | 11/15/1994 | | | | | | |
| | Contour | DAI | 9 | | 6/27/89 | 6/27/994 | | 7/22/95 | 6/27/2009 | 1545222 | Section 8 & 15 Affidavit sent 3/23/95. Affidavits received by PTO but acceptance withheld pending proof that Bolle America, Inc., the Delaware corporation, is the owner of the mark. Assignment document sent 1/1/96. |
| | | | | | | TO | | | | | |
| | | | | | 6/27/1995 | | | | | | |
| | Bottle (eyeglass) | DAI | 9 | | 6/13/78 | 6/13/983 | | | 6/13/1998 | 1892117 | |
| | | | | | | TO | | | | | |
| | | | | | 6/13/1984 | | | | | | |
| | Bottle (teleshing) | DAI | 25 | | 7/8/85 | 7/8/990 | | 7/8/91 | 7/8/2005 | 2223357 | |
| | | | | | | TO | | | | | |

TRADEMARK

FEDERALLY REGISTERED MARKS REPORT

BOLLE, AMERICA

| Mark | Class1 | Class2 | Issue Date | Aff. Date | Aff. Sent | Conf. Rec'd | Exp. Date | Reg. No. | Action |
|---------------------------------|--------|--------|------------|------------|-----------|-------------|------------|----------|---|
| Apushfold | 28 | 9 | 11/12/91 | 11/12/1996 | | | 11/12/2001 | 1664576 | |
| | | | | 11/12/1997 | | | | | |
| | | | | 6/8/1976 | | | | | |
| Carbo Glas | 28 | 9 | 6/8/71 | | | | 6/8/1992 | 923144 | Renewal filed by Richard Harris |
| | | | | 6/8/1977 | | | | | |
| Geometric | 28 | 9 | 6/29/92 | 6/29/1998 | | | 6/29/2003 | 1773339 | |
| | | | | 6/29/1979 | | | | | |
| Micro Edge | 9 | 9 | 1/29/91 | 1/29/1996 | | | 1/29/2001 | 1633050 | |
| | | | | 1/29/1997 | | | | | |
| Allen | 28 | | 6/18/92 | 6/18/1997 | | | 6/18/2002 | 1709393 | |
| | | | | 6/18/1998 | | | | | |
| Bolle, PC | 9 | | 6/14/88 | 6/14/1993 | 3/4/94 | 6/15/94 | 6/14/2008 | 1451987 | Section 8 & 15 Affidavits accepted on 6/15/94. |
| | | | | 6/14/1994 | | | | | |
| Acryglas | 9 | | 9/20/88 | 9/20/1993 | 3/4/94 | 6/15/94 | 9/20/2008 | 1504634 | Section 8 & 15 Affidavits accepted 6/15/94. |
| | | | | 9/20/1994 | | | | | |
| Bolle (Image) | 28 | 18 | 12/13/94 | 12/13/1999 | | | 12/13/2004 | 1487002 | Examiner initially refused application. He amended application on 3/2/94. Received confirmation of amendment on 5/9/94. Approved for publication on 9/20/94. Registered as of 12/13/94. |
| | | | | 12/13/2000 | | | | | |
| TradeMark | 9 | | 4/19/88 | 4/19/1993 | 3/4/94 | 6/15/94 | 4/19/2008 | 1483106 | Section 8 & 15 Affidavits accepted 6/15/94. |
| | | | | 4/19/1994 | | | | | |
| TradeMark and design (clothing) | 25 | | 5/23/95 | 5/23/2000 | | | 5/23/2005 | 1495379 | |
| | | | | 5/23/2001 | | | | | |
| Bolle Systems | 28 | 9 | 4/18/95 | 4/18/2000 | | | 4/18/2005 | 1489722 | Registered as of 4/18/95 |

REEL: 1467 FRAME: 0517

BOULET AMERICA
 FEDERALLY REGISTERED TRADEMARK REPORT

3/13/95

Action

249

| Mark | Owner | Class 1 | Class 2 | Issue Date | Att. Due | Att. Sent | Conf. Rec'd | Exp. Date | Reg. No. | Action |
|-----------------|-------|---------|---------|------------|-----------|------------|-------------|-----------|------------|---------|
| Northern Lights | BAI | 28 | 9 | 11/14/95 | 4/14/2001 | | | | | |
| | | | | | TO | 11/14/2000 | | | 11/14/2005 | 1935818 |
| Sungander | BAI | 28 | 9 | 2/21/95 | 2/21/2000 | | | | | |
| | | | | | TO | 2/21/2000 | | | 2/21/2005 | 1879628 |
| Snake (design) | BAI | 28 | 9 | 2/14/95 | 2/21/2001 | | | | | |
| | | | | | TO | 2/14/2000 | | | 2/14/2005 | 1883401 |
| | | | | | 3/14/2001 | | | | | |

TRADEMARK

2/13/96

POLICE AGENCIA
INTENT TO USE FILINGS STATUS REPORT

Page

Ballé

| Mark | Owner | Fed. Filing Date | Serial No. | Date of Regis. | Action | Follow-up | Pub. Date | Opp. Date | Opp. Date | Reg. Date | Stat. of Use Due | Stat. of Use Filled | Co Reg. No. | Ca Reg. N |
|-------|-------|------------------|------------|----------------|---|-----------|-----------|-----------|-----------|-----------|------------------|---------------------|-------------|-----------|
| Ballé | BAI | 12/20/95 | 75/037462 | | Application returned because drawing too large. New application sent 3/21/95. Examiner's amendment entered on 4/30/95 noting applicant's claim to ownership of related trademarks. Application returned on 3/23/95 because drawing too large. Application refilled on 5/8/95. | | 11/14/95 | 12/14/95 | | | | | | |

| | | | | | | | | | | | | | | |
|--------------------|-----|--------|-----------|--|--|--|--------|--------|--|--|--|--|--|--|
| Ballé (and design) | BAI | 5/4/95 | 74/572057 | | | | 3/5/96 | 4/4/96 | | | | | | |
|--------------------|-----|--------|-----------|--|--|--|--------|--------|--|--|--|--|--|--|

| Mark | Owner | Fed. Filing Date | Serial No. | Date of Regis. | Action | Follow-up | Pub. Date | Opp. Date | Opp. Date | Reg. Date | Stat. of Use Due | Stat. of Use Filled | Co Reg. No. | Ca Reg. N |
|----------|-------|------------------|------------|----------------|--------|-----------|-----------|-----------|-----------|-----------|------------------|---------------------|-------------|-----------|
| Madroese | BAI | 11/2/94 | 74/558527 | | | | 7/24/95 | 8/17/95 | | 10/20/95 | 4/6/96 | | | |
| Ballé | BAI | 11/8/94 | 74/556937 | | | | 7/18/95 | 8/17/95 | | 10/20/95 | 4/6/96 | | | |
| Ballé | BAI | 7/29/93 | 74/419466 | | | | 7/26/94 | 8/25/94 | | | | | | |

Approved for publication on 7/26/94. Opposed by go to

Waiting for Bluslocker's application to go to

TRADEMARK
 REEL: 1467 FRAME: 0519

3/7/95

BOLLE' AMERICA
SYSTEM TO USE FILING STATUS REPORT

249

| Pub. Filing Date | Serial No. | Date of Regls. | Action | Follow-up | Pub. Date | Opp. Date | Opp. Date | Use Due | Use Filed | Co Reg. No. | Co Reg. |
|------------------|------------|----------------|--|--|-----------|-----------|-----------|----------|-----------|-------------|---------|
| 5/12/94 | 74/52842 | | Blindlocker, Opposition suspended on 1/24/95 for 6 months pending settlement. Suspension continued for another six months from 10/13/95. | publication per consent agreement. whereupon opposition will be withdrawn. | 3/23/95 | 4/30/95 | 6/13/95 | 12/9/95 | | | |
| 11/9/94 | 74/536336 | | Amended Application to add unknw to "u" on 7/26/96. Received Instructions from Herb Brown to abandon application on 6/29/95. | | 7/18/95 | 8/17/95 | 10/10/95 | 4/6/96 | | | |
| 1/16/94 | 74/480316 | | Use on 12/4/95. Statement of Use now due by 6/9/96. | | 1/21/95 | 2/2/95 | 4/25/95 | 10/21/95 | | | |

Registration and design (soft c)use) DAI 5/12/94 74/52842

PPOR DAI 11/9/94 74/536336

Mt school DAI 1/16/94 74/480316

2/18/96

SOLELY AMERICA
INTENT TO USE FILING STATUS REPORT

Page

| Mark | Owner | Fed. Filing Date | Serial No. | Date of Regis. | Action | Follow-up | Pub. Date | Opp. Date | Not. All. Date | Start of Use Due | State of Use Filed | Co Reg. No. | Ca Reg. No. |
|-------|-------|------------------|------------|----------------|---|-----------|-----------|-----------|----------------|------------------|--------------------|-------------|-------------|
| Snake | DAI | 2/22/94 | 74/479338 | | Received notice of abandonment 1/23/96. PTO denied registration due to "Snake Eyes" registered mark. Richard application on November 14, 1994, pursuant to Will Nolan's instruction. | | | | | | | | |

Report Title: DAI Filing Date: 2/18/96 Serial No.: 75/048860

TRADEMARK
REEL: 1467 FRAME: 0521

BOLLE STATUS CHART
 Client No. 31558
 Revised February 15, 1996

| FILE NO. | TITLE | APPL. SER. NO. | FILING DATE | PAT. NO. | ISSUE DATE | INVTOR | ASSIGN. DATA | MAINT. FEE DUE DATES | ACTION |
|----------------|---|----------------|-------------|-----------|-------------|----------|-----------------------|--|---|
| .8000-002 | Water Sport Goggles (Aqua Shield) | 07/454,834 | Dec 22 1989 | D322,082 | Dec 3 1991 | M. Bolle | R 5279 F 042-044 | N/A | |
| .8000-003 | Eyeglasses (Crystal) | 07/461,459 | Jan 5 1990 | D327,283 | Jun 23 1992 | M. Bolle | R 5235 F 0710-0712 | N/A | |
| .8000-004 | Goggles with Full Wrap Unilary Lens (Alien Goggle) | 07/509,052 | Apr 13 1990 | D327,696 | Jul 7 1992 | M. Bolle | R 5381 F 0177-0180 | N/A | |
| .8000-004-001 | Goggles with Full Wrap Unilary Lens (Alien Goggle) | FR 906428 | Oct 15 1990 | FR 906428 | Oct 15 1990 | M. Bolle | | N/A | |
| .8000-005 | Goggles with Horizontally Projecting Nose Opening (Alien Goggle) | 07/653,073 | Feb 7 1991 | 5,138,723 | Aug 18 1992 | M. Bolle | R 5501 F 0451-0454 | 08/18/1999 08/18/2000 | Maintenance fee w/out surcharge by 02/18/2000 |
| .8000-006 | Interchangeable Nose-Piece for Mounting Eyeglasses Onto Sunglasses | 07/761,388 | Sep 18 1991 | | | M. Bolle | R 5874 F 0877-0880 | | Abandoned |
| .8000-006-(II) | Interchangeable Nose-Piece for Mounting Eyeglasses Onto Sunglasses (SOS-Sport Optical System) | 08/144,144 | Oct 27 1993 | 5,412,438 | May 2 1995 | M. Bolle | R 6751 F 0483 | 05/02/1998 05/02/2002 05/02/2006 | Maintenance fee w/out surcharge by 11/02/1998 |
| .8000-007 | Eyeglass Insert for Sport Sunglass (SOS-Sport Optical System) | 07/761,621 | Sep 18 1991 | D339,364 | Sep 14 1993 | M. Bolle | R 5908 F 0222-0225 | N/A | |
| .8000-009 | Sunglasses (Sport Sunglasses with Uninterrupted Unilary Shield--Alien Shield) | 07/857,292 | Mar 24 1992 | D335,135 | Apr 27 1993 | M. Bolle | R 6180 F 0827-0830 | N/A | |

| FILE NO. | TITLE | APPL. SER. NO. | FILING DATE | PAT. NO. | ISSUE DATE | INVTOR | ASSIGN. DATA | MAINT. FEE DUE DATES | ACTION |
|-----------|---|---|--|------------|-------------|----------|---|--|---|
| .8000-014 | Sport Sunglasses w/Uninterrupted Unitary Lens (Alien Shield) | FR 926095 | Sep 24 1992 | FR 926095 | Sep 24 1992 | M. Bollé | | N/A | |
| .8000-015 | Interchangeable Nose-Piece for Mounting Eyeglasses Onto Sunglasses (SOS-Sport Optical System) | FR 9211176 | Sep 18 1992 | FR 9211176 | Sep 9 1994 | M. Bollé | | 09/18/1996 09/18/1997 09/18/1998 | Next annully due 09/18/1996 |
| .8000-016 | Eyeglasses (Polarized Shield) | 29/004,419 | Feb 4 1993 | D347,016 | May 17 1994 | M. Bollé | R 6485 F 0594-0597 | N/A | |
| .8000-017 | Goggles with Insert Lens (All Sports/SOS Goggle with Insert Installed) | 29/004,730 | Feb 11 1993 | D351,850 | Oct 25 1994 | M. Bollé | R 6492 F 0710-0713 R 6631 F 0811 | N/A | |
| .8000-018 | Goggles (All Sports) | 29/004,739 | Feb 11 1993 | | | M. Bollé | R 6504 F 0048-0051 | N/A | |
| .8000-019 | Eyeshield with Detachable Components (All Sports) | 08/016,742 | Feb 11 1993 | 5,410,763 | May 2 1995 | M. Bollé | R 6505 F 0027-0030 | 05/02/1998 05/02/2002 05/02/2006 | Maintenance fee w/ouil surcharge due 11/02/1998 |
| .8000-020 | Sunglasses (Eagle Vision - Golf Glasses) | 29/008,619 | May 20 1993 | D347,017 | May 17 1994 | M. Bollé | R 6725 F 0589-0592 | N/A | |
| .8000-021 | Eyeglasses with Headband (Suspender) | 29/010,331 | Jul 2 1993 | D354,970 | Jan 31 1995 | M. Bollé | R 6757 F 0115-0118 | N/A | |
| .8000-022 | Eyeglasses Goggles with Inserts Goggles | FR 934108 29/004,419 29/004,730 29/004,739 | Aug 3 1993 Feb 4 1993 Feb 11 1993 Feb 11 1993 | FR 934108 | Aug 3 1993 | M. Bollé | | 08/03/2016 | |

TRADEMARK

REEL: 1467 FRAME: 0523

| FILE NO. | TITLE | APPL. SER. NO. | FILING DATE | PAT. NO. | ISSUE DATE | INVTOR | ASSIGN. DATA | MAINT. FEE DUE DATES | ACTION |
|-------------|---|---------------------------|-------------|-----------|-------------|------------------------|-----------------------|--------------------------|--|
| .8000-024 | Sunglasses with Detachable Absorber Strip (BOL-101 Chronoshield Utility Patent) | 07/161,852 | Feb 29 1988 | 4,934,807 | Jun 19 1990 | M. Bollé D. Bassett | | 06/19/1997 06/19/2001 | Maintenance fee w/out surcharge due 12/19/1997 |
| .8000-025 | Case for Sunglasses (BOL-103 Chronoshield Pouch Patent) | 07/161,853 | Feb 29 1988 | 4,899,873 | Feb 13 1990 | M. Bollé D. Bassett | R 5264 F 0874-0875 | 02/13/1997 02/13/2001 | Maintenance fee w/out surcharge due 08/13/1997 |
| .8000-026 | Sunglasses (BOL-114 Micro Edge Design Patent) | 07/149,857 | Oct 6, 1989 | D322,975 | Jan 7 1992 | M. Bollé D. Bassett | R 5774 F 0316 | N/A | |
| .8000-027 | Sunglasses (BOL-107 Contour II Design Patent) | 07/266,926 | Nov 4 1988 | D321,522 | Nov 12 1991 | M. Bollé | | N/A | |
| .8000-028 | Sunglasses (BOL-104 Contour Design Patent) | 07/266,925 | Nov 3 1988 | D319,066 | Aug 13 1991 | M. Bollé | R 5771 F 0911 | N/A | |
| .8000-029 | Sunglasses (BOL-113 Edge Design Patent) | 07/325,342 | Mar 17 1989 | D334,389 | Mar 30 1993 | M. Bollé | | N/A | |
| .8000-030 | Pair of Sunglasses (BOL-102 Chronoshield Design Patent) | 07/161,661 | Feb 29 1988 | D310,839 | Sep 25 1990 | M. Bollé D. Bassett | | N/A | |
| .8001 | Golf Putter with Head Face Insert (Patentability Search) | | | | | | | | |
| .8302 | Sunglasses with Peripheral Vision Lens Shield (Eagle Vision Golf Vision) | 08/284,039 | Aug 1 1994 | | | M. Bollé | R 7190 F 0695 | | Abandoned in favor of FWC |
| .008302.001 | Sunglasses with Peripheral Vision Lens Shield (Eagle Vision Golf Vision) | 08/536,046 FWC of '039 | Sep 29 1995 | | | M. Bollé | R 7190 F 0695 | | Awaiting first office action |
| .8303 | Sunglasses with Removable Side Shields (Naja) (see also .030010.000) | 08/444,968 | Disputed | | | M. Bollé | | | Awaiting decision on petition to grant filing date |

TRADEMARK
REEL: 1467 FRAME: 0524

TRADEMARK
REEL: 001972 FRAME: 0695

| FILE NO. | TITLE | APPL. SER. NO. | FILING DATE | PAT. NO. | ISSUE DATE | INVENTOR | ASSIGN. DATA | MAINT. FEE DUE DATES | ACTION |
|---------------------------|--|-----------------------|-------------|-----------|-------------|----------------------|------------------|--------------------------|--|
| .8304 | Eyeglasses with Side Shield (Naja) | 29/037,224 | Apr 7 1995 | | | M. Bollé | | | Awaiting first office action |
| .8306 | Eyeglasses | 08/488,950 | Jun 9 1995 | | | M. Bollé | | | Response to office action due 04/23/96 |
| .8307 | Eyeglasses with Ventilating Bridge (Allack) | 29/037,253 | Apr 7 1995 | | | M. Bollé | | | Awaiting first office action |
| .8309 | Eyeglasses (Escape design) | 29/037,251 | Apr 7 1995 | | | M. Bollé | | | Awaiting first office action |
| .830010.000 | Sunglasses with Removable Side Shields (NAJA)-(2nd Filing-see .8303) | 08/492,805 | Jun 20 1995 | | | M. Bollé | | | |
| .8901 | Sunglasses (Eagle Vision) | FR Design Application | | | | M. Bollé | | | Abandoned |
| .8902 | Safety Glasses | 29/015,512 | Nov 18 1993 | D356,322 | Mar 14 1995 | M. Bollé | R 6881 F 0887 | N/A | |
| Maintenance fee file only | Spectacles Comprising Means for Quickly Fitting the Side-Pieces and the Nose-Piece | 383,547 | Jul 24 1989 | 5,032,017 | Jul 16 1991 | M. Bollé R. Bollé | | 07/16/1998 07/16/2002 | Check fee status on 12/16/1998 |
| Maintenance fee file only | Spectacles with Removable Side-Pieces or Band | 462,474 | Jan 9 1990 | 5,035,498 | Jul 30 1991 | M. Bollé | | 07/30/1998 07/30/2002 | Check fee status on 12/16/1998 |
| Maintenance fee file only | Safety Glasses | 229,944 | Jan 30 1981 | 4,405,214 | Sep 20 1983 | M. Bollé | | | Will expire Jan 30 1998 |
| Maintenance fee file only | Eye Shield with Face Engaging Seal | 736,326 | 05/21/85 | 4,689,837 | Sep 1 1987 | M. Bollé | M. Bollé | 09/01/98 | Check fee status on 02/01/1999 |

4-11-95

TRADEMARK
REEL: 1467 FRAME: 0525

TRADEMARK
REEL: 001972 FRAME: 0696

EXHIBIT A

ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND LICENSES

THIS ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND LICENSES (this "Agreement") is made as of this ___ day of _____, _____ by EACH OF THE UNDERSIGNED (each a "Grantor"), to NATIONSBANK, N.A., a national banking association, as Agent (the "Agent") for each of the lenders (the "Lenders" and collectively with the Agent, the "Secured Parties") now or hereafter party to the Credit Agreement (as defined below). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Credit Agreement (as defined below);

W I T N E S S E T H:

WHEREAS, the Agent and the Lenders have agreed to provide to the parent corporation of each Grantor, BEC Group, Inc. (the "Borrower"), certain term loan, revolving credit and letter of credit facilities pursuant to the terms of that certain Credit Agreement among the Borrower, the Agent and the Lenders dated as of April 3, 1996 (as from time to time amended, supplemented or replaced, the "Credit Agreement"); and

WHEREAS, each Grantor is a wholly-owned direct or indirect Subsidiary of the Borrower and will materially benefit from the loans and advances made and to be made, and the letters of credit issued and to be issued, under the Credit Agreement; and

WHEREAS, each Grantor has entered into a Guaranty Agreement (the "Guaranty Agreement") dated as of April 3, 1996 pursuant to which each Guarantor has guaranteed payment and performance of the Borrower's Obligations under the Credit Agreement; and

WHEREAS, each Grantor has entered into an Intellectual Property Security Agreement (the "IP Security Agreement") dated as of April 3, 1996 pursuant to which each Grantor has granted to the Agent for the benefit of the Lenders a security interest in the Marks, Copyrights and Licenses defined below in order to secured its obligations under the Guaranty Agreement; and

WHEREAS, each Grantor (a) has adopted and used and is using the trademarks and service marks (the "Marks") identified on Annex I hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on Annex I hereto (b) is the owner of and uses the copyrights, copyright registrations and pending registration applications set forth on Annex II hereto (the "Copyrights") and (c) is a party to and has rights under the licenses and license agreements listed on Annex III hereto (the "Licenses" and together with the Marks and the Copyrights, the "Collateral"); and

WHEREAS, the Agent for the benefit of the Lenders desires to acquire the Marks, the Copyrights and the Licenses and the

TRADEMARK
TRADEMARK

REEL: 001972 FRAME: 0697

registrations thereof and registration applications therefor, as applicable, in connection with the exercise of its remedies after the occurrence of an Event of Default and acceleration of the Obligations under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Agent all right, title and interest in and to the Marks, Copyrights and Licenses, together with (i) the registrations of and registration applications therefor, as applicable, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks, Copyrights or the registrations thereof or such associated goodwill, and (iv) all rights of each Grantor to enforce all Licenses.

Each Grantor hereby grants to the Agent, for the benefit of the Lenders, and notice is hereby given that each Grantor has granted to the Agent, for the benefit of the Lenders and the Agent, a first priority security interest in the Collateral to secure the payment and performance in full of all of the obligations of each Grantor under the Guaranty Agreement.

This Assignment is intended to and shall take effect as a sealed instrument at such time as the Agent shall complete this instrument by signing its acceptance of this Assignment below.

[Signature page follows.]

TRADEMARK
REEL: 1467 FRAME: 0527

TRADEMARK
REEL: 001972 FRAME: 0698

O-RAY HOLDINGS, INC.

By: _____
Name: _____
Title: _____

BOLLÉ AMERICA, INC.

By: _____
Name: _____
Title: _____

OPTICAL RADIATION CORPORATION

By: _____
Name: _____
Title: _____

ORC CARIBE

By: _____
Name: _____
Title: _____

FOSTER GRANT GROUP, L.P.

By: BONNEAU GENERAL, INC., a general
partner
BONNEAU HOLDINGS, INC., a limited
partner
O-RAY HOLDINGS, INC., a limited
partner

By: _____
Name: _____
Title: _____

The foregoing assignment of the Trademarks, Copyrights and Licenses and the registrations thereof and registration applications therefor by the Assignee and the Agent is hereby accepted as of the 3rd day of April, 1996.

NATIONSBANK, N.A., as Agent for the Lenders

By: _____
Name: _____
Title: _____

ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND LICENSES
Signature Page 3 of 3

TRADEMARK
REEL: 1467 FRAME: 0529

TRADEMARK
REEL: 001972 FRAME: 0700

ANNEX II

Part I

Copyrights Registered with U.S. Copyright Office

| <u>Title</u> | <u>[Author(s)]</u> | <u>Copyright Number</u> | <u>Registration Date</u> |
|--------------|--------------------|-----------------------------|------------------------------|
|--------------|--------------------|-----------------------------|------------------------------|

Part II

Copyrights Not Registered

| <u>Title</u> | <u>[Author(s)]</u> |
|--------------|--------------------|
|--------------|--------------------|

TRADEMARK
REEL: 1467 FRAME: 0531

TRADEMARK
REEL: 001972 FRAME: 0702

ANNEX III

Licenses

TRADEMARK
REEL: 1467 FRAME: 0532

TRADEMARK
REEL: 001972 FRAME: 0703

ANNEX I

Trademark
or
Service Mark Registrations
United States Patent and Trademark Office
Registration No. Registration Date

[List chronologically in ascending numerical order]

Trademark
or
Service Mark Pending Applications
United States Patent and Trademark Office
Serial No. Filing Date

[List chronologically in ascending numerical order]

ANNEX II

Part I

Copyrights Registered with U.S. Copyright Office

| <u>Title</u> | <u>[Author(s)]</u> | <u>Copyright Number</u> | <u>Registration Date</u> |
|--------------|--------------------|-----------------------------|------------------------------|
|--------------|--------------------|-----------------------------|------------------------------|

Part II

Copyrights Not Registered

| <u>Title</u> | <u>[Author(s)]</u> |
|--------------|--------------------|
|--------------|--------------------|

TRADEMARK
REEL: 1467 FRAME: 0534

TRADEMARK
REEL: 001972 FRAME: 0705

ANNEX III

Licenses

RECORDED: 07/11/1996

RECORDED: 10/06/1999

TRADEMARK
REEL: 1467 FRAME: 0535

TRADEMARK
REEL: 001972 FRAME: 0706