EXHIBIT 10.3

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EXECUTION VERSION

EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into as of March 11, 2008, by

and between Signature Eyewear, Inc., a California corporation (the "Company"),

and Raul Khantzis ("Employee"), with reference to the following facts:

A. Employee is currently employed by the Company.

B. The Company and Employee desire to memorialize the terms and conditions

of Employee's employment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set

forth, the parties hereto agree as follows:

1. ENGAGEMENT AND RESPONSIBILITIES

1.1 Upon the terms and subject to the conditions set forth in this

Agreement, and commencing as of the Effective Date, the Company hereby engages

and employs Employee as an officer of the Company, with the title "Senior Vice

President." Employee hereby accepts such engagement and employment pursuant to

the terms hereof. Employee shall report to the Chief Executive Officer of the

Company.

1.2 Employee's duties and responsibilities shall be those incident to the

position set forth in Section 1.1 as set forth in the Bylaws of the Company and

those which are normally and customarily vested in such officers of a

corporation. In addition, Employee's duties shall include those duties and

services for the Company and its affiliates as the Board or Chief Executive

Officer of the Company, shall, in its, their, or his sole and absolute

discretion, from time to time reasonably direct which are not inconsistent with

Employee's positions described in Section 1.1.

1.3 Employee agrees to devote all of Employee's business time, energy and

efforts to the business of the Company and will use Employee's best efforts and

abilities faithfully and diligently to promote the Company's business interests.

For so long as Employee is employed by the Company, Employee shall not, directly

or indirectly, either as an employee, employer, consultant, agent, investor,

principal, partner, stockholder (except as the holder of less than 5% of the

issued and outstanding stock of a publicly held corporation), corporate officer

or director, or in any other individual or representative capacity, engage or

participate in any business that is in competition in any manner whatsoever with

the business of the Company, as such businesses are now or hereafter conducted.

Subject to the foregoing prohibition and provided such services or investments

do not violate any applicable law, regulation or order, or interfere in any way

with the faithful and diligent performance by Employee of the services to the

Company otherwise required or contemplated by this Agreement, the Company

expressly acknowledges that Employee may:

1.3.1 make and manage personal business investments of Employee's

choice without consulting the Board;

1.3.2 serve in any capacity with any non-profit civic, educational or

charitable organization; and/or

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1.3.3 serve on the board of directors of any corporation that does not

compete in any manner whatsoever with the business of the Company, as such

businesses are now or hereafter conducted.

1.4 Covenants of Employee

1.4.1 Best Efforts. Employee shall report directly to the Chief

Executive Officer and shall devote his best efforts to the business and affairs

of the Company. Employee shall perform his duties, responsibilities and

functions to the Company hereunder to the best of his abilities in a diligent,

trustworthy, professional and efficient manner.

1.4.2 Records and Reports. Employee shall use his best efforts and

skills to truthfully, accurately, and promptly make, maintain, and preserve all

records and reports that the Company may, from time to time, request or require,

fully account for all money, records, equipment, materials, or other property

belonging to the Company of which he may have custody, and promptly pay and

deliver the same whenever he may be directed to do so by the Board.

1.4.3 Rules and Regulations. Employee shall obey all rules,

regulations (and special instructions of the Board, if any) and all other rules,

regulations, guides, handbooks, procedures, policies and special instructions

applicable to the Company and its business in connection with his duties

hereunder and shall endeavor to improve his ability and knowledge of the

Company's business in an effort to increase the value of his services for the

mutual benefit of the Company and Employee.

1.4.4 Expertise. Employee shall make available to the Company any and

all information of which he has knowledge that is relevant to the Company's

business and shall make all suggestions and recommendations that he believes

will be of benefit to the Company.

1.4.5 Opportunities. Employee shall make all business opportunities of

which he becomes aware that are relevant to the Company's business available to

the Company, and to no other person or entity or to himself individually.

1.4.6 Compliance. Employee shall use his best efforts and skills to

cause the Company to comply with all of its contractual obligations and

commitments, as well as all applicable laws, rules and regulations.

2. DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have

the meanings set forth below:

2.1 "401(k) Account" shall mean the account established to receive

contributions to the 401(k) Plan for Employee's benefit.

2.2 "401(k) Maximum Employee Contribution" shall mean the maximum amount of

salary-deferral contributions to Employee's 401(k) Account permitted by the Code

and the rules and regulations promulgated thereunder.

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2.3 "401(k) Plan" shall mean the qualified benefit plan established by the

Company pursuant to Section 401(k) of the Code.

2.4 "Board" shall mean the Board of Directors of the Company or the

Compensation Committee or other committee of the Board if and to the extent the

Board of Directors delegates some or all of its duties or powers with respect to

compensation or other matters relevant to Employee in Employee's capacity as

employee of the Company.

2.5 "Code" shall mean the United States Internal Revenue Code of 1986, as

amended.

2.6 "Effective Date" shall mean the date of this Agreement as first set

forth above.

2.7 "For Cause" shall mean, in the context of a basis for termination of

Employee's employment with the Company, that:

2.7.1 Employee breaches any obligation, duty or agreement under this

Agreement, which breach is not cured or corrected within 30 days of written

notice thereof from the Company (except for breaches of Sections 1.3, 6 and 7 of

this Agreement, which cannot be cured and for which the Company need not give

any opportunity to cure); or

2.7.2 Employee is grossly negligent in the performance of services to

the Company, or commits any act of personal dishonesty, fraud, breach of

fiduciary duty or trust that, in the reasonable judgment of the Board or the

Chief Executive Officer, renders Employee unsuitable for his position; or

2.7.3 Employee is convicted of, or pleads guilty or nolo contendere

with respect to, theft, fraud, a crime involving moral turpitude, or a felony

under federal or applicable state law; or

2.7.4 Employee violates the Company's (a) workplace violence policy or

(b) policies on substance abuse; or

2.7.5 Employee is found liable in any Securities and Exchange

Commission or other civil or criminal securities law action; or

2.7.6 Employee commits any act of personal conduct that, in the

reasonable opinion of the Board or the Chief Executive Officer, gives rise to a

material risk of liability under federal or applicable state law for

discrimination or sexual or other forms of harassment or other similar

liabilities to subordinate employees.

2.8 "Good Reason" shall mean, in the context of a basis for Employee's

terminating Employee's employment with the Company, the occurrence of any of the

following events or changes in circumstances:

2.8.1 The assignment of any duties to Employee reflecting an adverse

change in Employee's position, duties, responsibilities or status as an

executive officer of the Company; or

2.8.2 Any reduction in Employee's compensation or the benefits

provided for herein without Employee's prior written consent, other than a

reduction in benefits that results

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from a change in an employee benefit plan, which change is generally applicable

to all beneficiaries of that plan; or

2.8.3 Any assignment of Employee to any office or location of the

Company outside the Los Angeles metropolitan area for a period or series of

periods exceeding three months in any twelve-month period; provided, however,

notwithstanding this subparagraph 2.8.3, Employee understands that temporary

assignments and ordinary business travel consistent with Employee's duties and

responsibilities shall not constitute "Good Reason" as a basis for Employee's

termination of this Agreement; or

2.8.4 The failure of the Company to provide any of the compensation or

benefits provided for herein, or the material breach by the Company of any of

their covenants herein; or

2.8.5 Unlawful discrimination or other unlawful acts committed against

Employee on the basis of age, race, national origin, religion, sex, sexual

orientation, medical condition, or disability, or retaliation against Employee

for any attempt to address or remedy the same or any violation of a public

policy.

2.9 "Person" shall mean an individual or a partnership, corporation, trust,

association, limited liability company, governmental authority or other entity.

2.10 "Without Cause" shall mean any reason that the Company terminates

Employee's employment other than death, Disability or For Cause.

3. COMPENSATION AND BENEFITS

3.1 Salary. The Company shall pay to Employee a salary in installments in

the same manner and at the same times the Company pays salaries to other senior

officers of the Company, but in no event less frequently than twice per month.

Employee's initial salary shall be at the annual rate of $120,000 and shall

thereafter increase on April 15 of each year, starting on April 15, 2009, by no

less than 5% per year, the exact amount of such increase to be determined in the

Company's sole and absolute discretion.

3.2 Discretionary Bonus. The Board may, in its sole and absolute

discretion, from time to time determine to award Employee a bonus payment, which

such bonus shall be in an amount and form determined by the Board.

3.3 Automobile. For so long as Employee is employed by the Company pursuant

to this Agreement, the Company shall provide to Employee an automobile allowance

or use of an automobile in an amount or type as the Company determines from time

to time.

3.4 Expense Reimbursement. Employee shall be entitled to reimbursement from

the Company for the reasonable costs and expenses that Employee incurs in

connection with the performance of Employee's duties and obligations under this

Agreement in a manner consistent with the Company's practices and policies

therefor.

3.5 401(k) Contributions

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3.5.1 For so long as Employee is employed by the Company pursuant to

this Agreement and subject to the limitations set forth below, each pay period

the Company shall make (not as a deduction from Employee's base salary under

Section 3.1) a contribution to Employee's 401(k) Account in an amount equal to a

prorated portion of the amount of the Company's contribution to Employee's

401(k) Account for that calendar year ("Calendar Year Contribution"). The

Calendar Year Contribution shall be an amount equal to a certain percentage of

the 401(k) Maximum Employee Contribution in effect at the beginning of the

calendar year, such percentage being the percentage determined according to the

calendar year or, if applicable pursuant to the table below, the age of

Employee, as set forth on the following schedule:

ANNUAL CONTRIBUTION

(% OF 401(K) MAXIMUM

CALENDAR YEAR EMPLOYEE CONTRIBUTION)

--------------------------------------------- --------------------------

2008 (unless Employee is or becomes age 40%

56 or older in 2008)

--------------------------------------------- --------------------------

2009 and thereafter (unless Employee is or 50%

becomes age 56 or older in 2009)

--------------------------------------------- --------------------------

Any calendar year of employment in which 60%

Employee becomes age 56 or age 57

--------------------------------------------- --------------------------

Any calendar year of employment in which 70%

Employee becomes age 58 or 59

--------------------------------------------- --------------------------

Any calendar year of employment in which 100%

Employee becomes age 60 and each year

thereafter

--------------------------------------------- --------------------------

Provided, however, that the maximum amount the Company will contribute during

any calendar year shall be the lesser of $30,000 or the maximum amount that the

Company may contribute under applicable law and regulations.

3.5.2 Upon termination of Employee's employment for any reason, the

Company shall have no obligation to make further contributions to Employee's

401(k) Account pursuant to this Section 3.5 or otherwise.

3.5.3 If for any reason the Company does not offer a 401(k) Plan to

its employees (and the Company retains the right to terminate the 401(k) Plan at

any time), the Company shall either: (a) pay directly to Employee the amount it

would have contributed to the 401(k) Plan on behalf of Employee or (b) if the

Company offers one or more other tax-deferred savings or pension plan in which

Employee is eligible to participate, at Employee's request contribute some or

all of such amount to such plan or plans on behalf of Employee.

3.6 Employee Benefit Plans. For so long as Employee is employed by the

Company pursuant to this Agreement, Employee shall be entitled to participate in

any pension, savings and group term life, medical, dental, disability and other

group benefit plans, which the Company makes available from time to time to its

employees generally.

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3.7 Vacation. Employee shall be entitled to three weeks paid vacation each

year, which shall accrue pro rata each pay period. Employee shall have the right

to carry over unused vacation to the extent permitted by the Company's policy as

set forth in the Company's employee handbook from time to time.

3.8 Withholding. The Company may deduct from any compensation payable to

Employee (including payments made pursuant to Section 5 of this Agreement in

connection with or following termination of employment) amounts sufficient to

cover Employee's share of applicable federal, state and/or local income tax

withholding, old-age and survivors' and other social security payments, state

disability and other insurance premiums and payments.

4. TERM OF EMPLOYMENT

Employee's employment pursuant to this Agreement shall commence on the

Effective Date and shall terminate on the earliest to occur of the following:

4.1 upon the death of Employee; or

4.2 upon delivery to Employee of written notice of termination by the

Company if Employee suffers a physical or mental disability which renders

Employee, in the reasonable judgment of the Board or Chief Executive Officer of

the Company, unable to perform his duties and obligations under this Agreement

for either 90 consecutive days or 180 days in any 12-month period

("Disability"); or

4.3 upon 30 days' written notice from Employee to the Company; or

4.4 upon the date set forth in a written notice to the Employee of

termination by the Company (a) For Cause, or (b) Without Cause following receipt

of written notice of termination from Employee pursuant to Section 4.3 of this

Agreement; or

4.5 upon the date set forth in the written notice to the Employee of

termination by the Company Without Cause; or

4.6 upon delivery to the Company of written notice of termination by

Employee for Good Reason; provided, however, prior to any such termination by

Employee pursuant to this Section 4.6, Employee shall advise the Company in

writing within 10 days of the occurrence of any circumstances that would

constitute Good Reason, and the Company does not cure such circumstances within

15 days following receipt of Employee's written notice. For the avoidance of

doubt, with respect to any specific set of circumstances that may constitute a

basis for Good Reason, if Employee fails to inform the Company in writing, as

provided herein, of the existence of such circumstances, Employee shall

automatically forfeit the right thereafter to categorize such circumstances as

Good Reason and terminate his employment hereunder pursuant to this Section 4.6.

5. COMPENSATION AND BENEFITS FOLLOWING TERMINATION OF EMPLOYMENT

5.1 If Employee's employment is terminated pursuant to Section 4.1 (death),

Section 4.2 (Disability), Section 4.3 (by Employee upon 30 days' notice), or

Section 4.4 (by the

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Company For Cause), Employee shall be entitled to salary accrued through the

date of termination, any bonus that has been awarded by the Board and

communicated to Employee prior to the date of termination, and no other benefits

other than as required under the terms of employee benefit plans in which

Employee was participating as of the date of termination.

5.2 If Employee's employment is terminated by the Company pursuant to

Section 4.5 (Without Cause) or by Employee pursuant to Section 4.6 (Good

Reason), the following provisions shall be applicable:

5.2.1 Employee shall be entitled to continue to receive, as severance,

his salary at the rate in effect upon the date of termination of employment

until the later of six months from the date of termination of employment or

March 1, 2011, payable in accordance with the Company's normal payroll practices

and policies, as if Employee's employment had not terminated.

5.2.2 To the extent that the Employee has Company-sponsored medical,

dental, or welfare coverage in effect at the date of his termination for

Employee and/or his dependants, and Employee timely elects to continue his

Company-provided group health insurance coverage pursuant to the federal COBRA

law, the Company will reimburse Employee for the cost of such benefits,

including COBRA premiums, at the same level as Employee maintained immediately

prior to termination of employment, for six months.

5.2.3 Employee shall be entitled to no other post-employment benefits

except for benefits payable under applicable benefit plans in which Employee is

entitled to participate pursuant to Section 3.6 hereof through the date of

termination, subject to and in accordance with the terms of such plans, and to

any bonus that has been awarded by the Board and communicated to Employee prior

to the date of termination. For the avoidance of any doubt, Employee's salary

will not increase and no further contributions will be made by the Company to

Employee's 401(k) Account (or alternative savings or pension plan) after

employment is terminated.

5.3 Employee acknowledges that in the event of termination of his

employment for any reason, Employee shall not be entitled to any severance or

other compensation from the Company except as specifically provided in Section

5.2. Without limitation on the generality of the foregoing, this Section

supersedes any plan or policy of the Company that provides for severance to its

officers or employees, and Employee shall not be entitled to any benefits under

any such plan or policy.

5.4 As a condition to Employee's right to receive continuation of salary

and other benefits pursuant to Section 5.2 of this Agreement:

5.4.1 Employee must execute and deliver to the Company a written

release, in a form and substance satisfactory to the Company, of any and all

claims against the Company and all directors and officers of the Company with

respect to all matters arising out of Employee's employment by the Company, or

the termination thereof, except for: (a) claims for entitlements under the terms

of this Agreement or plans or programs of the Company in which Employee has

accrued a benefit, and (b) claims for indemnification under the articles of

incorporation or bylaws of the Company, under any indemnification agreement

between the Company and Employee, or under applicable law; and

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5.4.2 Employee must not breach any of his covenants and agreements

under Sections 6 and 7 of this Agreement, which continue following termination

of his employment.

5.5 In the event of termination of Employee's employment pursuant to

Section 4.4 (by the Company For Cause), and subject to applicable law and

regulations, the Company shall be entitled to offset against any payments due

Employee the loss and damage, if any, which shall have been suffered by the

Company as a result of the acts or omissions of Employee giving rise to

termination under Section 4.4. The foregoing shall not be construed to limit any

cause of action, claim or other rights, which the Company may have against

Employee in connection with such acts or omissions.

5.6 Employee acknowledges that the Company has the right to terminate

Employee's employment Without Cause at any time; the Company acknowledges that

Employee has the right to terminate his employment for any reason upon 30 days'

written notice; and both parties hereby agree that such termination shall not be

a breach of this Agreement or any other express or implied agreement between the

Company and Employee. Accordingly, in the event of such termination, each of the

Company and Employee shall be entitled only to those benefits and rights

specifically provided for in this Agreement in the event of such termination,

and shall not have any other rights to any compensation or damages for breach of

contract.

5.7 Employee shall have no obligation to offset any payments he receives

from the Company following the termination of his employment by any payments he

receives from his subsequent employer, except that any payments Employee

receives under the employee benefit plans or programs of a subsequent employer

shall offset any payments he receives from a comparable employment benefit plan

or program of the Company.

6. COVENANT NOT TO SOLICIT

6.1 Until the later of (a) the date Employee is no longer receiving

payments from the Company under Section 5.2 of this Agreement and (b) the date

that is one year after the date Employee's employment with the Company

terminates, Employee will not directly or indirectly, either alone or by action

in concert with others, induce or attempt to influence any employee or any

member of the Company to engage in any activity in which Employee is prohibited

from engaging by Section 1.3 of this Agreement or to terminate his employment

with the Company.

6.2 Until the date that Employee is no longer receiving payments from the

Company under Section 5.2 of this Agreement, Employee will not directly or

indirectly, either alone or by action in concert with others:

6.2.1 induce or attempt to induce any customer, supplier, licensee or

other business relationship of the Company to cease or reduce its business with

any member of the Company, or in any way interfere with the relationship between

any such customer, supplier, licensee or business relationship and the Company;

or

6.2.2 solicit business from any of the Company's customers that

competes with the business of the Company.

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7. CONFIDENTIALITY

Employee agrees not to disclose or use at any time (whether during or after

Employee's employment with the Company) for Employee's own benefit or purposes

or the benefit or purposes of any other Person any information, data, trade

secrets and confidential or proprietary information relating to the business,

operations, assets and liabilities of the Company, including without limitation

all customers' and/or suppliers' identities, characteristics and agreements,

financial information and projections, employee files, business and marketing

plans, sales activities, pricing methodologies, credit and financial data and

financial methods (the "Confidential Material"), provided that the foregoing

shall not apply to information which is not unique to the Company or which is

generally known to the industry or the public other than as a result of

Employee's breach of this covenant. Employee agrees that upon termination of his

employment with the Company for any reason, he will return to the Company

immediately all memoranda, books, papers, plans, information, letters and other

data, and all copies thereof or therefrom, in any way relating to the business

of the Company except that he may retain personal notes, notebooks, diaries,

Rolodexes and addresses and phone numbers. Employee further agrees that he will

not retain or use for his account at any time any trade names, trademark or

other proprietary business designation used or owned in connection with the

business of the Company.

8. SPECIFIC PERFORMANCE. Employee acknowledges and agrees that the Company's

remedies at law for a breach or threatened breach of any of the provisions of

Sections 1.3, 6 or 7 hereof would be inadequate and, in recognition of this

fact, Employee agrees that, in the event of such a breach or threatened breach,

in addition to any remedies at law, the Company, without posting any bond, shall

be entitled to obtain equitable relief in the form of specific performance,

temporary restraining order, temporary or permanent injunction or any other

equitable remedy which may then be available.

9. INTELLECTUAL PROPERTY

All inventions, improvements, ideas, processes, programs, systems, devices,

prototypes, models, plans, designs, drawings, inventions, or similar concepts

("Intellectual Property") created, invented, conceived, or reduced to practice

by Employee while Employee is employed by the Company that are directly or

indirectly related to the Company's business shall be the property of the

Company. The parties hereto intend that all such Intellectual Property is and

shall be considered "works made for hire," as such term is defined under United

States copyright law. To the extent that any of such Intellectual Property does

not qualify as works made for hire, Employee hereby transfers and assigns to the

Company all worldwide right, title, and interest therein and thereto and, at the

request and expense of the Company, Employee agrees to cooperate in the

preparation of, and to execute and deliver to the Company, all applications for

patents and all applications for registration of copyright, trademark or service

mark with respect to such Intellectual Property, and all instruments of

assignment or transfer necessary to vest title to such Intellectual Property in

the Company in the United States and abroad.

10. ARBITRATION OF DISPUTES

Any controversy or claim between the Company and Employee relating to

Employee's employment with the Company shall be settled by final and binding

arbitration in accordance with the terms and conditions of a separate agreement

to arbitrate claims signed by the parties.

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11. MISCELLANEOUS

11.1 Notices. All notices, requests, demands and other communications

(collectively, "Notices") given pursuant to this Agreement shall be in writing,

and shall be delivered by personal service, courier, facsimile transmission or

by United States first class, registered or certified mail, to the following

addresses:

11.1.1 If to the Company, to:

Signature Eyewear, Inc.

498 N. Oak Street

Inglewood, CA 90302

Attn: Michael Prince, Chief Executive Officer

11.1.2 If to Employee, to:

Employee's address as set forth on the books and records

of the Company

Any Notice, other than a Notice sent by registered or certified mail, shall be

effective when received; a Notice sent by registered or certified mail, postage

prepaid return receipt requested, shall be effective on the earlier of when

received or the third day following deposit in the United States mails (or on

the seventh day if sent to or from an address outside the United States). Any

party may from time to time change its address for further Notices hereunder by

giving notice to the other party in the manner prescribed in this Section.

11.2 Entire Agreement. This Agreement contains the sole and entire

agreement and understanding of the parties with respect to the entire subject

matter of this Agreement, and any and all prior discussions, negotiations,

commitments and understandings, whether oral or otherwise. No representations,

oral or otherwise, express or implied, other than those contained in this

Agreement have been relied upon by any party to this Agreement.

11.3 Severability. In the event that any provision or portion of this

Agreement shall be determined to be invalid or unenforceable for any reason, in

whole or in part, the remaining provisions of this Agreement shall be unaffected

thereby and shall remain in full force and effect to the fullest extent

permitted by law.

11.4 Governing Law. This Agreement shall be construed in accordance with

the laws of the State of California without giving effect to the principles of

conflicts of law thereof.

11.5 Captions. The various captions of this Agreement are for reference

only and shall not be considered or referred to in resolving questions of

interpretation of this Agreement.

11.6 Counterparts. This Agreement may be executed in any number of

counterparts, each of which shall be deemed to be an original, but all of which

together shall constitute one and the same instrument.

11.7 Business Day. If the last day permissible for delivery of any Notice

under any provision of this Agreement, or for the performance of any obligation

under this Agreement, shall be other than a business day, such last day for such

Notice or performance shall be extended to the

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next following business day (provided, however, under no circumstances shall

this provision be construed to extend the date of termination of this

Agreement).

11.8 Advice from Independent Counsel. The parties hereto understand that

this Agreement is legally binding and may affect such party's rights. Each party

represents that, to the extent such party believes necessary or appropriate, it

has consulted with legal counsel of its choice regarding the meaning and legal

significance of this Agreement and that it is satisfied with its legal counsel

and the advice received from it.

11.9 Judicial Interpretation. Should any provision of this Agreement

require judicial interpretation, it is agreed that a court interpreting or

construing the same shall not apply a presumption that the terms hereof shall be

more strictly construed against any Person by reason of the rule of construction

that a document is to be construed more strictly against the Person who itself

or through its agent prepared the same, it being agreed that all parties have

participated in the preparation of this Agreement.

11.10 Section 409A. Notwithstanding the timing of payments set forth in

this Agreement, if the Company determines that Employee is a "specified

employee" within the meaning of Section 409A of the Internal Revenue Code of

1986, as amended, and that, as a result of such status, any portion of the

payment under this Agreement would be subject to additional taxation, the

Company will delay paying any portion of such payment until the earliest

permissible date on which payments may commence without triggering such

additional taxation (with such delay not to exceed six months), with the first

such payment to include the amounts that would have been paid earlier but for

the above delay.

11.11 No Assignment. Employee may not assign any of his rights or

obligations under this Agreement except that Employee's benefits may be assigned

by will or by the laws of descent and distribution.

IN WITNESS WHEREOF, this Agreement has been made and entered into as of the

date and year first above written.

SIGNATURE EYEWEAR, INC.

By: /s/ Michael Prince (CEO)

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Michael Prince

Chief Executive Officer

EMPLOYEE

/s/ Raul Khantzis

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Raul Khantzis

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