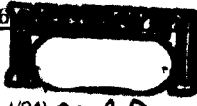


FORM PTO-1594 (Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)



RECO

11-30-2000

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



101531088

Send original documents or copy thereof.

To the Honorable Commissioner of Patent

1. Name of conveying party(ies):

Tiffany and Company
727 Fifth Avenue
New York, New York 10022

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

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

2. Name and address of receiving party(ies)

Name: Tiffany (NJ) Inc.

Internal Address: _____

Street Address: 727 Fifth Avenue

City: New York State: NY ZIP: 10022

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

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

3. Nature of conveyance:

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

Execution Date: September 1, 1999

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

A. Trademark Application No.(s)

See Exhibit A Attached

B. Trademark Registration No.(s)

See Exhibit A attached.

Additional numbers attached? Yes No

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

Name: Patricia Russell Brown

Internal Address: Donsey + Whitney LLP,
Suite 300 South

Street Address: 1001 Pennsylvania Avenue N.W.

City: Washington State: D.C. ZIP: 20004

6. Total number of applications and registrations involved: 72

7. Total fee (37 CFR 3.41).....\$ 1840.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(For Any Deficiency) 04-0425

(Attach duplicate copy of this form to each deposit account)

11/27/2000 00000149 0 481

\$40.00 11/27/2000

DA 041425

11/27/2000 00000150 0 482

\$1,800.00 11/27/2000

DA 041425

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.

Patricia Russell Brown

Name of Person Signing

Signature

11-29-00

Date

Total number of pages including cover sheet, attachments, and document: 72

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Room 1590

TRADEMARK

REEL: 002153 FRAME: 0923

TRADEMARK REGISTRATIONS

MARK	REG. NO.	REG. DATE
AMERICAN GARDEN	1,739,060	12/08/1992
AMERICAN GARDEN	1,775,730	06/08/1993
ATLAS	1,605,467	07/10/1990
BACK TO GLAMOUR	1,448,399	07/21/1987
BLUE BOX DESIGN	2,184,128	08/08/1998
FIREWORKS	1,861,757	11/01/1994
INTAGLIO	1,900,580	06/20/1995
PORTFOLIO	1,643,550	05/07/1991
SELECTIONS	1,341,644	06/11/1985
T&CO.	1,669,365	12/24/1991
T&CO. [AND DESIGN]	1,061,355	03/15/1977
T&CO. [AND DESIGN]	1,296,880	09/18/1984
T&CO. [AND DESIGN]	1,300,519	10/16/1984
T&CO. [STYLIZED]	261,711	09/24/1929
TESORO	1,551,830	08/15/1989
TESORO	1,872,427	01/10/1995
TIFFANY	132,262	06/15/1920
TIFFANY	133,063	07/06/1920
TIFFANY	134,196	08/17/1920
TIFFANY	134,289	08/24/1920
TIFFANY	134,446	08/31/1920
TIFFANY	134,448	08/31/1920
TIFFANY	134,450	08/31/1920
TIFFANY	135,827	10/19/1920
TIFFANY	136,215	10/26/1920

TRADEMARK REGISTRATIONS

TIFFANY	136,217	10/26/1920
TIFFANY	136,218	10/26/1920
TIFFANY	137,722	11/30/1920
TIFFANY	138,355	12/21/1920
TIFFANY	139,646	02/08/1921
TIFFANY	140,996	03/29/1921
TIFFANY	1,228,409	02/22/1983
TIFFANY	1,737,875	12/08/1992
TIFFANY & CO.	23,572	09/05/1893
TIFFANY & CO.	23,573	09/05/1893
TIFFANY & CO.	55,029	08/07/1906
TIFFANY & CO.	134,290	08/24/1920
TIFFANY & CO.	134,447	08/31/1920
TIFFANY & CO.	134,449	08/31/1920
TIFFANY & CO.	134,451	08/31/1920
TIFFANY & CO.	136,216	10/26/1920
TIFFANY & CO.	136,219	10/26/1920
TIFFANY & CO.	136,664	11/02/1920
TIFFANY & CO.	137,723	11/30/1920
TIFFANY & CO.	137,883	12/07/1920
TIFFANY & CO.	137,884	12/07/1920
TIFFANY & CO.	139,220	01/25/1921
TIFFANY & CO.	1,217,065	11/16/1982
TIFFANY & CO.	1,220,260	12/14/1982
TIFFANY & CO.	1,228,189	02/22/1983
TIFFANY & CO.	1,251,356	09/13/1983
TIFFANY & CO.	1,282,488	06/19/1984
TIFFANY & CO.	1,283,306	06/26/1984
TIFFANY & CO.	1,289,853	08/14/1984

TRADEMARK REGISTRATIONS

TIFFANY & CO.	1,292,942	09/04/1984
TIFFANY & CO.	1,302,508	10/30/1984
TIFFANY & CO.	1,309,327	12/11/1984
TIFFANY & CO.	1,570,868	12/12/1989
TIFFANY & CO.	1,598,382	05/29/1990
TIFFANY & CO.	1,604,817	07/03/1990
TIFFANY & CO.	1,642,855	04/30/1991
TIFFANY & CO.	1,723,904	10/13/1992
TIFFANY & CO.	1,774,071	06/01/1993
TIFFANY & CO.	2,013,335	11/05/1996
TIFFANY & CO.	2,043,556	03/11/1997
TIFFANY & CO. SCHLUMBERGER	1,818,891	02/01/1994
TRUESTE	2,041,027	02/25/1997
TRUESTE <i>by</i> TIFFANY (AND DESIGN)	2,123,199	12/23/1997

TRADEMARK APPLICATIONS

TIFFANY	74/689241	06/15/1995
TIFFANY BLUE - COLOR (Bag Shape)	75/541599	08/24/1998
TIFFANY BLUE - COLOR (Booklet Shape)	75/541598	08/24/1998
TIFFANY BLUE - COLOR (Box Shape)	75/544375	08/24/1998

ORIGINAL

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into effective as of September 1, 1999 (the "Effective Date"), by and between Tiffany and Company, a corporation duly organized and existing under the laws of the State of New York ("Assignor"), and Tiffany (NJ) Inc., a corporation duly organized and existing under the laws of the State of New Jersey ("Assignee").

BACKGROUND

- A. Assignee is a wholly-owned subsidiary of Assignor.
- B. Assignor owns all right, title and interest in, to and under the Trademarks, as that term is defined in Section 1.1 below.
- C. Subject to the terms and conditions of this Agreement, Assignor wishes to assign the Trademarks to Assignee.

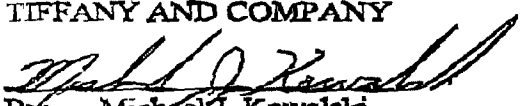
ASSIGNMENT

1. In consideration of and exchange for nine hundred ninety (990) shares of the common stock of the Assignee and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers, and sets over unto Assignee its entire right, title and interest in, to and under the United States trademark registrations and applications set forth on Schedule A attached hereto, and all goodwill associated therewith (the "Trademarks"), and all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York and the federal laws of the United States, without reference to principles of conflicts of law that would cause the law of any other jurisdiction to apply.

3. This Assignment may be executed in counterparts, each of which, when executed, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives, have executed this Assignment below effective as of the Effective Date.

"ASSIGNOR"
 TIFFANY AND COMPANY

 By: Michael J. Kowalski
 President
 Date: September 1, 1999

"ASSIGNEE"
 TIFFANY (NJ) INC.

 By: Warren S. Feld
 President
 Date: September 1, 1999

ORIGINAL

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- C. Subject to the terms and conditions of this Agreement, Assignor wishes to assign the Trademarks to Assignee.

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TIFFANY AND COMPANY

"ASSIGNEE"
TIFFANY (NJ) INC.

By: Michael J. Kowalski
President

Warren S. Feld
By: Warren S. Feld
President

Date: September 1, 1999

Date: September 1, 1999

TIFFANY&COLEGALDEPT 5:07PM OCT.12.2000

NO.014 P.9