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TRADEMARKS ONLY

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Service Merchandise Company, Inc.

- 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: Goldwater Law Offices

Internal Address: Suite 260

Street Address: 2390 E. Camelback Road

City: Phoenix State: AZ Zip: 85016

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Arizona company

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 Merger Security Agreement Change of Name Other

Execution Date: 11/11/02

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,799,595

Additional number(s) attached Yes No

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

Name: Tish L. Berard

Internal Address: Sullivan Law Group

Suite 1140

Street Address: 1850 N. Central Avenue

City: Phoenix State: AZ Zip: 85004-4586

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Tish L. Berard

Name of Person Signing

Tish L. Berard

Signature

December 11, 2002

Date

Total number of pages including cover sheet, attachments, and document: 3

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Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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40.00 DP

TRADEMARK REEL: 002637 FRAME: 0035

## ASSIGNMENT OF TRADEMARK RIGHTS

This assignment is made and executed as of this 11 day of November, 2002, by and between Service Merchandise Company, Inc., a Tennessee corporation, having a principal place of business at 7100 Service Merchandise Drive, Brentwood, TN 37027 ("Assignor") and Goldwater Law Offices, an Arizona company having a principal place of business at 2390 E. Camelback Road, Suite 260, Phoenix, AZ 85016 ("Assignee").

WHEREAS, Assignor has used the mark "1-800-JEWELRY" (the "Mark") in interstate commerce and has obtained a registration for this mark from the U.S. Patent and Trademark Office, now assigned U.S. Registration No. 1,799,595 ("hereinafter the "Registration"); and

WHEREAS, Assignor desires to assign its entire right, title and interest in and to all trademarks, trademark registrations and/or applications and the like on the Mark, the portion of its business to which the Mark pertains, and the goodwill symbolized thereby; and

WHEREAS Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all trademarks, trademark registrations and/or applications and the like on the Mark, the portion of Assignor's business to which the Mark pertain, and the goodwill symbolized thereby; and

WHEREAS Assignee has provided such valuable consideration to Assignor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee its entire right, title and interest in and to the Mark and to all trademark applications and registrations (including but not limited to U.S. Registration No. 1,799,595) and to any and all variations on the Mark or confusingly similar marks.
2. Assignor hereby conveys and assigns to Assignee the portion of its business to which the Mark pertains, and the goodwill symbolized thereby.
3. Assignor warrants that it is the owner of all right, title, interest and goodwill to U.S. Registration No. 1,799,595 and that it has not sold, assigned, transferred, presently licensed, or in any other way encumbered the right, title and interest to U.S. Trademark Registration 1,799,595.
4. Assignor acknowledges that the portion of Assignor's business to which the Mark pertains is ongoing and existing.

SERVICE MERCHANDISE COMPANY, INC.

By: MEAG

MICHAEL E. HOGREFE  
SVP + CFO

Sworn to before me this 11<sup>th</sup> day of  
November, 2002.

Grace D. [Signature]  
Notary Public

My Commission Expires: July 24, 2006