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Execution Copy

TRADEMARK ASSIGNMENT AGREEMENT

This Assignment, dated as of December 22, 2004 (the "Trademark Assignment"), is entered into by and between M. Fortunoff of Westbury Corp., a New York corporation ("Assignor"), and M. Fortunoff of Westbury, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns the applications and registrations listed on the attached Schedule A, and all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said trademarks (the "Trademarks"); and

WHEREAS, pursuant to an Agreement and Plan of Merger, dated as of November 15, 2004, by and among Assignor and Assignee, among others, and the Contribution, Assignment and Assumption Agreement, dated as of December 22, 2004, by and among Assignor and Assignee, Assignor has agreed to assign, and Assignee has agreed to accept, all of Assignor's right, title and interest in and to the Trademarks, together with all of the goodwill associated therewith, and all rights to claims of past infringement thereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby contribute, sell, convey, transfer, assign, and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, all of Assignor's right, title, and interest in and to the Trademarks throughout the world, including all registrations and applications thereof and all goodwill pertaining thereto, the right to conduct business under the Trademarks, including the right to license others under the Trademarks, the portion of the business of Assignor to which any intent-to-use application pertains, and all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringements, unfair competition or misappropriations thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks.

Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense, such additional documents as are necessary to register and otherwise give full effect to the rights of Assignee under this Trademark Assignment in and to the Trademarks worldwide, including all documents necessary to record in the name of Assignee the assignment of Trademarks with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

M. FORTUNOFF OF WESTBURY CORP.,
as Assignor

By: 
Name: Isidore Mayrock
Title: Vice President

STATE OF New York)
COUNTY OF Nassau) ss:

On this 3rd day of January, 2005, before me personally appeared Isidore Mayrock, to me personally known, who, being duly sworn, did say that he is the Vice President of M. Fortunoff of Westbury Corp., that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

ROBYN SCHMITT
Notary Public, State of New York
No. 30-4729788
Qualified in Nassau County
Commission Expires December 31, 2006


M. FORTUNOFF OF WESTBURY, LLC,
as Assignee

By: 
Name: Isidore Mayrock
Title: Manager

STATE OF New York)
COUNTY OF Nassau) ss:

On this 3rd day of January, 2005, before me personally appeared Isidore Mayrock, to me personally known, who, being duly sworn, did say that he is the Vice President of M. Fortunoff of Westbury Corp. and that he duly executed the foregoing instrument and acknowledged said instrument to be the free act and deed of said limited liability company.

ROBYN SCHMITT
Notary Public, State of New York
No. 30-4729788


Qualified in Nassau County
Commission Expires December 31, 2006
Notary Public

SCHEDULE A

United States

MAYROCK'S	802,979	2/1/66	M. Fortunoff of Westbury Corp.
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