Form PTO-1594 (Rev. 06/04) OMB Collection 0651-0027 (exp. 6/30/2005)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office		
RECORDATION FO			
TRADEMARKS ONLY			
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.			
1. Name of conveying party(ies)/Execution Date(s): M. Fortunoff of Westbury Corp.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? No Name: M. Fortunoff of Westbury, LLC		
Individual(s) Association General Partnership Limited Partnership Corporation-State Other Citizenship (see guidelines) Execution Date(s) December 22, 2004 Additional names of conveying parties attached? Yes X No 3. Nature of conveyance: X Assignment Merger Security Agreement Change of Name Other	Limited Partnership Citizenship Corporation Citizenship X Other LLC Citizenship Delaware 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)		
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) C. Identification or Description of Trademark(s) (and Filing)	B. Trademark Registration No.(s) 802,979 Additional sheet(s) attached? Yes X No		
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Emily L. Schonbraun	6. Total number of applications and registrations involved:		
Internal Address: <u>Willkie Farr &</u> Gallagher LLP Street Address: <u>787 Seventh Avenue</u>	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40 Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed		
City: New York State: NY Zip: 10019 Phone Number: 212-728-8771 Fax Number: 212-728-8111 Email Address: eschonbraun@willkie.com	8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number232405 Authorized User NameWFC		
9. Signature: Signature Emily L. Schonbraun Name of Person Signing	Total number of pages including cover sheet, attachments, and document:		

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 003007 FRAME: 0031

Execution Copy

TRADEMARK ASSIGNMENT AGREEMENT

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

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.

TRADEMARK REEL: 003007 FRAME: 0032 IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

M. FORTUNOFF OF WESTBURY CORP., as Assignor

Name: Isidore Mayrock
Title: Vice President

STATE OF NEW YORK

) 5\$:

COUNTY OF NASSQU

On this day of December, 2004, before me personally appeared Islave Mayor, to me personally known, who, being duly swom, 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.

900 tofn schmall Notary Public

ROBYN SCHMITT
Notary Public, State of New York
No. 30-4729788
Qualified in Nassau County
Commission Expires December 31, 20%

M. FORTUNOFF OF WESTBURY, LLC, as Assignee

Name: Isidore Mayrock

Title: Manager

STATE OF New York

COUNTY OF NASSAY

) 65:

On this 3'c day of December, 2004, before me personally appeared Islant Warmer, to me personally known, who, being duly sworn, did say that he is the Vice President of

and that he duly executed the foregoing instrument and acknowledged said instrument to be the free act and deed of said limited liability company.

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

Obstified in Nesseu County Resission Expires December 31, 2014

Notary Public

SCHEDULE A

United States

100			
MAYROCK'S	802,979	2/1/66	M. Fortunoff of Westbury Corp.

2694733.1

- 3 -

TRADEMARK
REEL: 003007 FRAME: 0034