

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PriNexus, Inc.		07/21/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Finlay Printing, LLC		
Street Address:	44 Tobey Road		
City:	Bloomfield		
State/Country:	CONNECTICUT		
Postal Code:	06002		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2268709	FINLAY	
Registration Number:	2284898	FINLAY	
Registration Number:	1494564		
Registration Number:	1446823	AMSCOT	
CORRESPONDENCE DATA			
Fax Number:	(860)275-8299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8602758200		
Email:	adoolan@rc.com		
Correspondent Name:	Robinson & Cole LLP		
Address Line 1:	280 Trumbull Street		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Alaine C. Doolan		
Signature:	/Alaine C. Doolan/		

OP \$115.00 2268709

Date:

03/01/2005

Total Attachments: 4

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EXECUTION VERSION

TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT, dated July 21, 2004 (this "Assignment"), is by Prinexus, Inc., a Delaware corporation (the "Assignor"), in favor of Finlay Printing, LLC, a Connecticut limited liability company (the "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is the owner of the trademarks listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated July 21, 2004 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed, among other things, to assign to Assignee the Trademarks.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

Assignor does hereby assign, transfer, set over, and deliver to Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, all of Assignor's right, title, and interest in and to the Trademarks and any renewals thereof, together with the good will symbolized by and associated with the business conducted under said trademarks in the United States and in all foreign countries and jurisdictions, together with all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for any and all legal and equitable claims for past, present and/or future infringement, damages, or other unauthorized use of the rights assigned to Assignee hereunder.

Assignor further agrees, without further consideration, to cause to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

Assignee shall bear all costs associated with effectuating fully this Assignment and to permit Assignee to be duly recorded as the owner and proprietor of the rights hereby conveyed.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other party.


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed on their behalf by their officers thereunto duly authorized, as of the date first above written.

PRINEXUS, INC.

By: 
Name: Mark Levy
Title: Chief Executive Officer and President

FINLAY PRINTING, LLC

By: 
Name: Kevin D. Kalagher
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

SCHEDULE A - TRADEMARKS

Trademark	Registration Number
<u>FINLAY</u>	<u>2,268,709</u>
<u>FINLAY</u>	<u>2,284,898</u>
<u>Design Only</u>	<u>1,494,564</u>
<u>AMSCOT</u>	<u>1,446,823</u>