

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
Whitehall Jewellers, Inc.		04/19/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WH Inc. of Illinois		
Street Address:	155 North Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1184693	WHITEHALL	
Registration Number:	2778579	W WHITE STAR	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin Brown & Wood LLP		
Address Line 2:	717 N. Harwood St. Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		
Date:	05/04/2005		

CH \$65.00 1184693

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”), effective April 19, 2005, (“Effective Date”) is by and between Whitehall Jewellers, Inc., a Delaware corporation (“Assignor”) and WH Inc. of Illinois, an Illinois corporation (“Assignee”).

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to those certain United States and foreign trademarks, trademark registrations and applications to register trademarks listed on Schedule A attached hereto and incorporated herein (collectively, the “Trademarks”); and

WHEREAS, Assignee desires to acquire all of Assignor’s right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers, assigns, conveys and delivers to Assignee, its successors, assigns and legal representatives, all world-wide right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby, all rights to sue for past infringement of said Trademarks, and all causes of action (either at law or equity) with respect thereto, the right of recovery, including but not limited to damages, for such past infringement, and the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.

Assignor will from time-to-time after the Effective Date, upon request of Assignee execute, acknowledge, and deliver all such further deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take such further action as may be required to carry out the intent of this Assignment, and to transfer and vest title to any trademark being transferred hereunder, and to protect the right, title, and interest in and enjoyment of all the Trademarks assigned hereunder.

By signature below, the parties affirm agreement to these terms.

WHITEHALL JEWELLERS, INC.

By:

Its:

Date:

[Signature]
Executive Vice President
and Chief Financial Officer

AGREED AND ACCEPTED:

WH INC. OF ILLINOIS

By:

Its:

Date:

[Signature]
President
4/9/65

SCHEDULE A

**TRADEMARKS SUBJECT TO THE TRADEMARK ASSIGNMENT
AGREEMENT**

Mark	App. No.	Reg. No.	Date Reg.
WHITEHALL		1,184,693	1/5/82
W WHITE STAR (STYLIZED)		2,778,579	10/28/03
LUNDSTROM		4549960 (Japan)	3/8/02
LUNDSTROM KATAKANA		4549961 (Japan)	3/8/02