

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SJD LLC		12/30/2005	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LJOW HOLDINGS, LLC		
<b>Street Address:</b>	1200 SIXTH AVENUE, 3RD FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78244958	LEADING JEWELERS OF THE WORLD	
<b>Registration Number:</b>	2840297	LEADING JEWELERS OF THE WORLD	
<b>Registration Number:</b>	2828059	THE ULTIMATE JEWELRY BUYING EXPERIENCE	
<b>Registration Number:</b>	2830157	THE ULTIMATE JEWELRY BUYING EXPERIENCE	
<b>Registration Number:</b>	2703309	LEADING JEWELERS OF THE WORLD	
<b>Registration Number:</b>	2716705	LEADING JEWELERS OF THE WORLD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(914)723-4301		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	glandau@lslp.com		
<b>Correspondent Name:</b>	GEOFFREY I. LANDAU		
<b>Address Line 1:</b>	LACKENBACH SIEGEL, LLP		
<b>Address Line 2:</b>	ONE CHASE ROAD		
<b>Address Line 4:</b>	SCARSDALE, NEW YORK 10583		

**CH \$165.00 78244958**

NAME OF SUBMITTER:	GEOFFREY I. LANDAU
Signature:	/gil/
Date:	02/21/2006
Total Attachments: 4 source=Attachment#page1.tif source=Attachment#page2.tif source=Attachment#page3.tif source=Attachment#page4.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made between **SJD LLC**, a New York limited liability company ("Assignor"), and **LJOW HOLDINGS, LLC.**, a New York corporation ("Assignee").

### WITNESSETH

**WHEREAS**, Assignor is the owner of all rights, title and interest in and to the trademarks, trademark applications, and trademark registrations identified on Schedule A attached hereto (collectively the "Trademarks");

**WHEREAS**, Assignee is desirous of acquiring the Trademarks, and is desirous of acquiring the Trademarks together with the goodwill of the business symbolized by the Trademarks in the United States and in such other countries and in connection with such other trademarks as is deemed necessary by Assignee;

**WHEREAS**, Assignor is desirous of divesting the Trademarks, together with the goodwill of the business symbolized by the Trademarks in the United States and in such other countries and in connection with such other trademarks as requested by Assignee;

**WHEREAS**, Assignor is party to a certain Asset Purchase Agreement of even date herewith, by and between Assignor and certain licensees and/or affiliates of Assignor on the one hand, and Assignee (the "Purchase Agreement"); and

**WHEREAS**, pursuant to the terms of the Purchase Agreement, Assignor has agreed to assign and transfer, and has assigned and transferred to Assignee, all of its right, title and interest in and to the Trademarks, including the goodwill of the business symbolized by the Trademarks in the United States and in such other countries and in connection with such other trademarks as is deemed necessary by Assignee; and

**WHEREAS**, Assignor and Assignee are desirous of executing a document for the purposes of recording title in and to the aforesaid Trademarks in the name of Assignee in the United States Patent and Trademark Office and other trademark offices in such other countries and in connection with such other trademarks as deemed necessary by Assignee;

**NOW THEREFORE**, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns, all rights, title and interest in and to: (i) the Trademarks, including all applications and registrations thereof and the Certificates of Registration duly and legally issued therefore, and any and all renewals thereof for the Trademarks, together with all goodwill pertaining thereto in the United States and in such other countries and in connection with such other trademarks as is deemed necessary by Assignee; (ii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable with respect to the Trademarks; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or

recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world.

Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire rights, title and interest therein, or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee's all registrations which may issue with respect to any trademark applications included in the Trademarks, in accordance with this Trademark Assignment Agreement.

Assignor hereby authorizes the appropriate empowered officials in the appropriate governmental offices in jurisdictions throughout the world to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire rights, title and interest therein, or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee's all registrations which may issue with respect to any trademark applications included in the Trademarks, in accordance with this Trademark Assignment Agreement.

Assignor represents that: (i) it is the owner of all rights, title, and interests in and to the Trademarks and that it has the authority to make and enter into this Trademark Assignment Agreement; (ii) there are no current or effective licenses, assignments, security interests, or other encumbrances of or relating to the Trademarks, except those explicitly disclosed in the Asset Purchase Agreement, including any Schedules thereto; and (iii) it knows of no other person or entity which has the right to use or register, or has made any claim pertaining to the right to use or register the Trademarks, except as explicitly disclosed in the Asset Purchase Agreement, including any Schedules thereto.

Assignor warrants that: (i) all use of the Trademarks by Assignor shall cease; and (ii) it shall not contest or challenge, or aid any other person or entity in so contesting or challenging, the validity of the Trademarks or Assignee's ownership thereof.

The parties hereto shall cooperate reasonably with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Master United States Trademark Assignment Agreement, and Assignor shall: (a) furnish upon reasonable request to Assignee such further reasonably available information, including any reasonably available facts relating to the usage of the Trademarks known to Assignor; (b) testify upon reasonable request as to the same in any proceeding in the appropriate governmental office or in connection with any litigation involving the Trademarks, with any reasonable and necessary travel expenses relating thereto to be paid by Assignee; (c) execute and deliver to Assignee such other documents (including, but not limited to, the execution of such documents to the extent necessary to evidence and effect recordation of the assignment of all of the Trademarks after the date hereof should recording of this Master United States Trademark Assignment Agreement require the execution or re-execution of any additional documents); and (d) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Trademark Assignment Agreement and the transactions contemplated hereby.

Assignor represents that it has the authority to make and enter into this Trademark Assignment Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement effective as of December 30, 2005.

SJD LLC

By: Mitchell Jay David  
Name: SHELDON JAY DAVID  
Title: ~~OWNER~~ MEMBER

LJOW HOLDINGS, LLC

By: NA  
Name: NEVIL D. MOTT  
Title: MEMBER

**Schedule A**

**TRADEMARK**

**REG. / SERIAL NO.**

LEADING JEWELERS OF THE WORLD and Design	78/244,958
LEADING JEWELERS OF THE WORLD and Design	2,840,297
THE ULTIMATE JEWELRY BUYING EXPERIENCE	2,828,059
THE ULTIMATE JEWELRY BUYING EXPERIENCE	2,830,157
LEADING JEWELERS OF THE WORLD	2,703,309
LEADING JEWELERS OF THE WORLD	2,716,705