

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
| EFFECTIVE DATE: | 05/11/2006 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------|----------|----------------|-----------------------|
| Odimo Incorporated | | 05/11/2006 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------------|
| Name: | Ice Diamond, LLC |
| Street Address: | 1083 Main Street |
| City: | Champlain |
| State/Country: | NEW YORK |
| Postal Code: | 12919 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|------------------|
| Registration Number: | 2487016 | DIAMONDDEPOT.COM |

CORRESPONDENCE DATA

Fax Number: (703)413-2220
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-412-7047
 Email: jhudis@oblon.com
 Correspondent Name: Jonathan Hudis
 Address Line 1: c/o Oblon, Spivak, et al., 1940 Duke St.
 Address Line 4: Alexandria, VIRGINIA 22314

| | |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 294688US69 |
| NAME OF SUBMITTER: | Jonathan Hudis |
| Signature: | /Jonathan Hudis/ |

CH \$40.00 2487016

Date:

09/13/2006

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of May 11, 2006, by and between Odimo Incorporated ("Assignor"), and Ice Diamond, LLC, a ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 11, 2006 (the "Purchase Agreement") pursuant to which Assignee has agreed to purchase and accept, and Assignor has agreed to sell, convey and assign, the Purchased Assets (as defined in the Purchase Agreement) owned by Assignor.

B. Pursuant to the Purchase Agreement, Assignor wishes to irrevocably assign to Assignee all of Assignor's right, title and interest in and to the Seller Intellectual Property (as defined in the Purchase Agreement).

AGREEMENT

In consideration of the foregoing premises, the mutual promises and covenants contained in the Purchase Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby irrevocably sells, assigns, grants, transfers and sets over unto Assignee and Assignee's successors and assigns, all of its right, title and interest throughout the world in and to the Seller Intellectual Property including, without limitation, the (a) trademarks and trademark applications listed on Exhibit A attached hereto and incorporated by reference, (b) domain names listed on Exhibit B attached hereto and incorporated by reference, (c) patents and patent applications listed on Exhibit C attached hereto and incorporated by reference, and (d) registered copyrights and applications for copyright registration listed on Exhibit D attached hereto and incorporated by reference, together with all national, foreign, state and common law registrations, applications for registration and renewals and extensions thereof; all goodwill associated and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Seller Intellectual Property; and to settle and retain proceeds from any such actions.

2. In addition to the obligations of Assignor set forth in the Purchase Agreement, Assignor also agrees to execute such written instruments, extend such other cooperation and perform such other acts as may be necessary or advisable, including but not limited to making all required filings with the United States Patent and Trademark Office, in the opinion of Assignee, to register a copyright, domain name, trademark, obtain a patent or otherwise enforce Assignee's rights in the Seller Intellectual Property; and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.

3. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
4. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement.
5. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.
6. All notices, demands, or other communications given under this Assignment shall be given in accordance with the Purchase Agreement.
7. Assignee hereby accepts the foregoing assignment and transfer of the Seller Intellectual Property upon the terms and subject to the conditions contained herein.


[Signature Page Follows on Next Page]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly appointed and authorized officer as of the date above first written.

Odimo Incorporated

By: _____
Name: _____
Title: _____

Ice Diamond, LLC


By: 
Name: SAMUEL GNILTICH
Title: CEO

[Signature Page to Intellectual Property Assignment]

NY2-622053

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly appointed and authorized officer as of the date above first written.

Odimo Incorporated

By: 
Name: ALAN LIPTON
Title: President

Ice Diamond, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Assignment]

NY2-622053

EXHIBIT A

Registered Trademarks

| <u>Country</u> | <u>Mark</u> | <u>Application No.</u> | <u>Reg. No.</u> | <u>Filing Date</u> | <u>Reg. Date</u> | <u>Class</u> | <u>Status</u> |
|----------------|------------------|------------------------|-----------------|--------------------|------------------|--------------|--|
| Japan | Diamond.com | 2000-078158 | 4825217 | 7/13/2000 | 2/10/2004 | 14 | Registered. Renewal due 12/10/14 |
| U.K. | Diamond.com | 2236556 | 2236556 | 6/20/2000 | 6/1/2001 | 14 | Registered. Renewal due 6/20/10 |
| USA | Diamonddepot.com | 75/907,205 | 2,487,016 | 2/2/2000 | 9/11/2001 | 14 | Registered. 8&15 due 9/11/07. Renewal due 9/11/11. |

EXHIBIT B

Domain Names

(See attached list)

EXHIBIT C

Patents and Patent Applications

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EXHIBIT D

Registered Copyrights

| <u>Country</u> | <u>Title</u> | <u>Registration No.</u> | <u>Reg. Date</u> | <u>Description</u> |
|-----------------------|-----------------------------|--------------------------------|-------------------------|---------------------------|
| U.S. | <i>diamond.com</i> | TXu-1-195-690 | 7/28/2004 | DVD.7 |
| U.S. | <i>How to buy a diamond</i> | TX-5-424-527 | 8/3/2001 | Diamond buying kit |
| U.S. | <i>ediamondkit fla</i> | TX-5-625-281 | 8/3/2001 | Computer program |
| U.S. | <i>diam "O" nddepot.com</i> | TXu-906-236 | 2/12/2001 | Homepage |
| U.S. | <i>diam "O" nddepot.com</i> | TXu-906-235 | 2/9/2002 | Homepage |