

**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>
Robert Lee Morris, Inc.		11/10/2006	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CLVR Acquisition, Inc.		
<b>Street Address:</b>	233 Spring Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1709927	RLM	
Registration Number:	1647154	ROBERT LEE MORRIS	
Registration Number:	1780323	ROBERT LEE MORRIS	
Registration Number:	1813398	ROBERT LEE MORRIS	
Registration Number:	2092323	RLM	
Serial Number:	78965232	SUNGLOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)966-1015		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	973-966-6300		
<b>Email:</b>	jajohnson@pitneyhardin.com		
<b>Correspondent Name:</b>	Jennifer A. Johnson, Esq.		
<b>Address Line 1:</b>	P.O. Box 1945		
<b>Address Line 2:</b>	Pitney Hardin LLP		
<b>Address Line 4:</b>	Morristown, NEW JERSEY 07962		

OP \$165.00 1709927

NAME OF SUBMITTER:	Jennifer A. Johnson
Signature:	/s/J. Johnson
Date:	11/15/2006
<b>Total Attachments: 5</b> source=RLM Assignment#page1.tif source=RLM Assignment#page2.tif source=RLM Assignment#page3.tif source=RLM Assignment#page4.tif source=RLM Assignment#page5.tif	

## ASSIGNMENT OF TRADEMARKS

ASSIGNMENT made the date hereinafter set forth by **ROBERT LEE MORRIS, INC.**, a New York corporation ("Assignor") **RLM ACQUISITION, INC.**, a New York corporation] ("Assignee"). All capitalized words and terms used in this Assignment and not defined herein shall have the meanings ascribed to them in the Asset Purchase and Stock Purchase Agreement, of even date herewith, by and among Robert Lee Morris, Inc., RLM Acquisition, Inc., and certain other entities and individuals (the "Purchase Agreement").

WHEREAS, Assignor is the exclusive owner of the entire right, title and interest in and to all of the Trademarks and Service Marks whose registrations and applications are listed on Appendix A (which Appendix is attached hereto and incorporated herein by this reference) (collectively referred to as the "Trademarks").

WHEREAS, pursuant to the Purchase Agreement, Assignor is changing its name to a new name not using and Assignee is changing its name to "Robert Lee Morris, Inc."

WHEREAS, Assignee is desirous of acquiring said marks and the registrations thereof.

WHEREAS, Assignor has agreed to sell and assign and Assignee has agreed to acquire, all of the right, title and interest of Assignor in and to the Trademarks together with the good will of the business in connection with which the Trademarks have been used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto said Assignee all of its right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the portion of the business to which the Trademarks pertain, which business is ongoing and existing:

1. Assignor hereby assigns and TRANSFERS:

(a) the entire and exclusive right, title and interest of Assignor in and to the Trademarks together with the good will of the business in connection with which the Trademarks have been used, free and clear of all liens, claims and encumbrances; and

(b) the sole right to enforce the Trademarks, including, without limitation, the right to sue for and recover for Assignee's own use accrued profits and damages for any and all infringements thereof, including, without limitation, past infringements, with respect to which Assignor hereby waives any right to receive any portion thereof; together with all rights of action and claims for damages and benefits arising because of past infringement of said Trademarks.

2. Assignor hereby agrees, without further consideration, to take all such actions, and to execute all such applications, oaths, petitions, assignments or other instruments, which may be necessary in order to carry into full force and effect the assignment and transfer of the Trademarks by Assignor to Assignee under this Assignment of Trademarks.

3. Assignor covenants that it has the full right, power and authority to enter into this Assignment of Trademarks, and to assign and transfer the Trademarks to Assignee, and has not executed any agreement in conflict herewith.

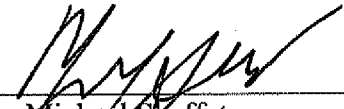
4. Assignor hereby authorizes the United States Patent and Trademark Office to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment of Trademarks.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of laws thereunder.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed this 10<sup>m</sup> day of November, 2006.

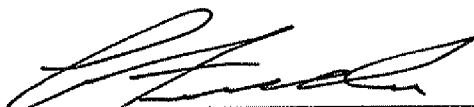
**ASSIGNOR:**

ROBERT LEE MORRIS, INC.

By:   
Name: Michael Shaffet  
Title: Treasurer

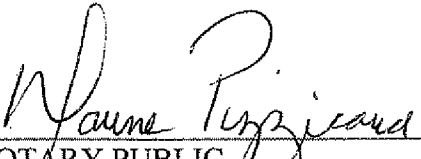
**ASSIGNEE:**

RLM ACQUISITION, INC.

By:   
Name: Lester Friedlander  
Title: President

State of New York     )  
  ) ss.:  
County of New York    )

On the 16<sup>th</sup> day of November, 2006 before me, the undersigned, personally appeared Michael Shaffet and Lester Friedlander personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires:

DAUNE PIZZICARA  
NOTARY PUBLIC, State of New York  
No. 60-02KE4746848  
Qualified in Putnam County  
Certificate Filed in New York County  
Commission Expires June 30, 2007

APPENDIX A

REGISTERED TRADEMARKS

ROBERT LEE MORRIS TRADEMARKS Live Trademarks as of October 2006					
Trademark	Registration/Application No.	Owner	LBL File No. and Deadlines in USPTO or Foreign Patent Offices	Country	Goods
RLM	Registration No. 1,709,927	Robert Lee Morris, Inc.	885.009 8/25/2012 Renewal Deadline	U.S.A.	Class 14 – Jewelry
Robert Lee Morris	Registration No. 1,647,154	Robert Lee Morris, Inc.	885.010 6/11/2011 Renewal Deadline	U.S.A.	Class 3 – Perfume  Class 14 - Jewelry, namely necklaces, bracelets, earrings, brooches, rings, pendants, cufflinks and pins, and keyrings made of brass and sterling silver.  Class 18 – Handbags  Class 25 - Scarves and belts  Class 26 - Belt buckles.  Class 42 – Retail jewelry store services.

**ROBERT LEE MORRIS TRADEMARKS**  
Live Trademarks as of October 2006

Trademark	Registration/Application No.	Owner	LBL File No. and Deadlines in USPTO or Foreign Patent Offices	Country	Goods
Robert Lee Morris	Registration No. 1,780,323	Robert Lee Morris, Inc.	885.023 7/6/2013 Renewal Deadline	U.S.A.	Class 21 - Containers for cosmetics and toiletry articles, combs and brushes, placecard holders.
Robert Lee Morris	Registration No. 1,813,398	Robert Lee Morris, Inc.	885.024 12/28/2013 Renewal Deadline	U.S.A.	Class 20 - Picture frames, wall sconces and flower holders Class 21 - Vases, ashtrays, candy dishes, jewelry boxes
RLM	Registration No. 2,092,323	Robert Lee Morris, Inc.	885.061 8/26/2007 Renewal Deadline	U.S.A.	14 - Jewelry
Sunglow	Application No. 78/965,232	Robert Lee Morris, Inc.	885.083 Pending	U.S.A.	Class 14 - Jewelry
Robert Lee Morris	Registration No. 32,514	Robert Lee Morris, Inc.	885.010.044 8/26/2013 Renewal Deadline	Puerto Rico	Class 14 - Jewelry