

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WH Inc. of Illinois		01/31/2007	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	Whitehall Jewellers, Inc.
Street Address:	125 South Wacker Drive, Suite 2600
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	78703734	C4U COLOUR CREATED FOR YOU
Registration Number:	1617216	LUNDSTROM
Registration Number:	1357955	LUNDSTROM
Registration Number:	3084304	MARKS BROS.
Registration Number:	2778579	W WHITE STAR
Registration Number:	1184693	WHITEHALL
Registration Number:	1617215	WHITEHALL
Serial Number:	78704709	WHITESTAR

**CORRESPONDENCE DATA**

Fax Number: (214)981-3400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-981-3483  
 Email: dclark@sidley.com  
 Correspondent Name: Dusan Clark, Esq.  
 Address Line 1: Sidley Austin LLP

CH \$215.00 78703734

Address Line 2: 717 N. Harwood St., Suite 3400  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	61417-10020
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	01/31/2007

**Total Attachments: 4**  
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment"), effective January 31, 2007, ("Effective Date") is by and between WH Inc. of Illinois, an Illinois corporation ("Assignor") and Whitehall Jewellers, Inc., a Delaware 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 and Schedule B 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.

WH INC. OF ILLINOIS

By: Michael Don

Printed Name: Michael Don

Title: Vice President

Date: 1-29-07

AGREED AND ACCEPTED:

WHITEHALL JEWELLERS, INC.

By: Edward Dayoub

Printed Name: Edward DAYOUB

Title: CEO AND PRESIDENT

Date: 1-29-07

**SCHEDULE A**

**UNITED STATES TRADEMARKS SUBJECT TO THE  
TRADEMARK ASSIGNMENT AGREEMENT**

Mark	App. No.	Reg. No.	Date Reg.
C4U COLOUR CREATED FOR YOU	78/703,734		
LUNDSTROM	74/013,257	1,617,216	10/9/1990
LUNDSTROM	73/477,335	1,357,955	9/3/1985
MARKS BROS.	76/637,992	3,084,304	4/25/2006
W WHITE STAR (STYLIZED)	76/431,784	2,778,579	10/28/2003
WHITEHALL	73/262,302	1,184,693	1/5/1982
WHITEHALL	74/013,256	1,617,215	10/9/1990
WHITESTAR	78/704,709		

**SCHEDULE B**

**FOREIGN TRADEMARKS SUBJECT TO THE  
TRADEMARK ASSIGNMENT AGREEMENT**

Mark	Country	App. No.	Reg. No.	Date Reg.
WHITESTAR	ARUBA	2778579	25639	5/5/2006
WHITESTAR	BAHAMAS	29,406		
WHITESTAR	BARBADOS	21450		
WHITESTAR	BELIZE	375206	375206	6/5/2006
WHITESTAR	COSTA RICA	2006-1465		
WHITESTAR	EUROPEAN COMMUNITY	004900941		
WHITESTAR	JAPAN	2006010783	4981697	8/25/2006
LUNDSTROM (In Katakana)	JAPAN	H11091307	4549961	3/8/2002
LUNDSTROM	JAPAN	H11091306	4549960	3/8/2002
WHITESTAR	MEXICO	765109		
WHITESTAR	NETHERLANDS ANTILLES	D-600069	11970	4/20/2006
WHITESTAR	REPUBLIC OF KOREA	40200610426		
WHITESTAR	SAINT KITTS & NEVIS	20060090	20060090	2/28/2006
WHITESTAR	SWITZERLAND	5167199		
WHITESTAR	TAIWAN	095006270	1228562	9/16/2006