

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
B.A. Ballou & Co. Incorporated		02/02/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Carla Corporation		
Street Address:	33 Sutton Ave.		
City:	East Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02914		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1172185	NABCO	
CORRESPONDENCE DATA			
Fax Number:	(401)521-1328		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	401-521-7000		
Email:	muriati@rcfp.com		
Correspondent Name:	Marco P. Uriati, Esq.		
Address Line 1:	10 Weybosset St.		
Address Line 4:	Providence, RHODE ISLAND 02903		
NAME OF SUBMITTER:	Marco P. Uriati		
Signature:	/marco p. uriati/		
Date:	02/02/2007		

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT AGREEMENT (this "Assignment") made as of the 6th day of October, 2006, by and between **B.A. BALLOU & Co. INCORPORATED** ("ASSIGNOR"), and **CARLA CORPORATION** ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademarks, and any and all trade dress associated therewith, together with the goodwill of the business of Assignor related to the jewelry line sold under the name "Nancy B." with which the same are used (the "Business"), including, without limitation, the trademarks described on Exhibit A attached hereto and incorporated herein by reference (the "Trademarks"); and

WHEREAS, ASSIGNOR desires to sell, convey, transfer, assign and deliver to ASSIGNEE all of ASSIGNOR'S right, title, interest in and to the Trademarks in accordance with that certain Assets Purchase Agreement between the parties dated October 6, 2006 the ("Agreement").

NOW THEREFORE, ASSIGNOR and ASSIGNEE, in consideration of the mutual promises, covenants and agreements contained herein and in the Agreement, do hereby agree as follows:

Section 1

ASSIGNMENT

1.1 ASSIGNOR hereby sells, conveys, transfers, assigns and delivers to ASSIGNEE all of ASSIGNOR'S right, title, and interest in, to and under the

Trademarks, together with (a) the goodwill of the Business with which the Trademarks is used and for which it is registered or applied for; (b) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Trademarks including, without limitation, damages and payments for past or future infringements and misappropriations of the Trademarks; (c) all rights to sue for past, present and future infringements or misappropriations of the Trademarks; and (d) all rights in connection with the Intellectual Property outside the United States including, without limitation, goodwill related to the Business.

1.2 ASSIGNOR represents and warrants to Assignee that it has no notice of any claims made against the ASSIGNOR arising out of the Trademarks. ASSIGNOR further sells, conveys, transfers, assigns, and delivers to ASSIGNEE all rights in the trade dress, labels, and designs associated with the Trademarks.

Section 2

FURTHER ASSURANCES

ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in, to and under the Trademarks.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

ASSIGNOR:

B.A. BALLOU & Co. INCORPORATED

By:  _____

Name: Alan W. Ballou

Title: President

ASSIGNEE:

CARLA CORPORATION

By:  _____

Name: Ralph V. Fleming, III

Title: President

329-56/304843

EXHIBIT A

TRADEMARKS AND SERVICE MARKS SERIAL /REGISTRATION NO.

NABCO

U.S. Reg. No. 1,172,185