

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 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Odimo Incorporated | | 12/01/2006 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ILS Holdings, LLC | | |
| Street Address: | 101 South State Road 7 | | |
| Internal Address: | Suite 201 | | |
| City: | Hollywood | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33023 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: FLORIDA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2482102 | WORLD OF WATCHES.COM | |
| Registration Number: | 2634553 | WORLD OF WATCHES | |
| Registration Number: | 2401981 | WORLD OF WATCHES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (305)961-5812 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 3055790812 | | |
| Email: | mrv@gtlaw.com | | |
| Correspondent Name: | Manuel Valcarcel | | |
| Address Line 1: | Greenberg Traurig 1221 Brickell Ave | | |
| Address Line 4: | Miami, FLORIDA 33131 | | |
| ATTORNEY DOCKET NUMBER: | 095271.010100 | | |
| NAME OF SUBMITTER: | Manuel Valcarcel | | |

CH \$90.00 2482102

| | |
|---|--------------------|
| Signature: | /manuel valcarcel/ |
| Date: | 03/08/2007 |
| Total Attachments: 8 source=IPassignmentodimo#page1.tif source=IPassignmentodimo#page2.tif source=IPassignmentodimo#page3.tif source=IPassignmentodimo#page4.tif source=IPassignmentodimo#page5.tif source=IPassignmentodimo#page6.tif source=IPassignmentodimo#page7.tif source=IPassignmentodimo#page8.tif | |

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of December 1, 2006, by and between Odimo Incorporated and Worldofwatches.com, Inc. (collectively, "Assignor"), and ILS Holdings, LLC ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, of even date herewith (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 WOW 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 WOW Intellectual Property for the United States and for all foreign countries, 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 (e) trade dress, logos, slogans, trade names together with all common law rights, the goodwill associated therewith, and applications, registrations and renewals in connection therewith; (f) other copyrights and copyrightable works, and applications, registrations and renewals in connection therewith; (g) trade secrets and confidential business information (including ideas, research and development, know-how, inventions, formulas, compositions, manufacturing and production processes and techniques, designs, drawings and specifications); (h) copies and tangible embodiments of any of the foregoing in whatever form or medium; (i) all other intellectual property relating to or forming part of the Purchased Assets, and (j) national, foreign, state and common law registrations, applications for registration and renewals and extensions thereof; and (k) 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 WOW Intellectual Property, and to settle and retain proceeds from any such actions.

Assignor hereby requests the Commissioner of Patents and Trademarks, the Register of Copyrights and the corresponding entity or agency in any applicable foreign country, to record, as applicable, Assignee as the Assignee and owner of the WOW Intellectual Property.

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 in all applicable jurisdictions throughout the world, 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 WOW 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 WOW Intellectual Property upon the terms and subject to the conditions contained herein.

[Signature Page Follows on Next Page]

ILS Holdings, LLC

By: [Signature]
Name: Shlomi Ben-Shimon
Title: Secretary / Member

STATE OF Florida)
COUNTY OF Broward)

SS:

The foregoing Assignment was acknowledged before me this 1 day December, 2006
by _____ He is personally known to me or has produced
_____ as identification.

Notary: Marcia Olive Walls
Print Name: Marcia Olive Walls

[NOTARIAL SEAL]
Notary Public, State of Florida
My commission expires: Oct 10, 2008



Marcia Olive Walls
Commission # DD361527
Expires: OCT. 10, 2008
www.AARONNOTARY.com

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: Jeffrey Korblum
Name: JEFFREY KORBLUM
Title: PRESIDENT/CEO

STATE OF FL)
)
COUNTY OF Brevard) SS:

The foregoing Assignment was acknowledged before me this 1 day December, 2006 by Jeff Korblum. He is personally known to me or has produced _____ as identification.

Notary: Janice Barney
Print Name: Janice Barney

[NOTARIAL SEAL]
Notary Public, State of FL
My commission expires:



Worldofwatches.com, Inc.
By: Jeffrey Korblum
Name: JEFFREY KORBLUM
Title: PRESIDENT/ODIMO

STATE OF FL)
)
COUNTY OF Brevard) SS:

The foregoing Assignment was acknowledged before me this 1 day December, 2006 by Jeff Korblum. He is personally known to me or has produced _____ as identification.

Notary: Janice Barney
Print Name: Janice Barney

[NOTARIAL SEAL]
Notary Public, State of FL
My commission expires:

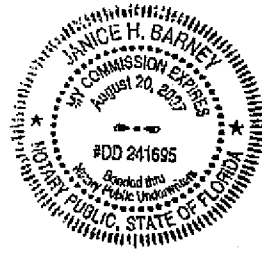


EXHIBIT A

Trademarks and Trademark Applications

| <u>Docket Number</u> | <u>Country</u> | <u>Mark</u> | <u>Application No</u> | <u>Reg. No.</u> | <u>Reg Date</u> | <u>Class</u> |
|-----------------------------|----------------|--------------------------------|-----------------------|-----------------|-----------------|--------------|
| 194253JP-10730-10730-69-WOW | Japan | World of Watches | 2000-078159 | 4514620 | 10/19/2001 | 35 |
| 194255JP-10730-10730-69-WOW | Japan | Worldofwatches.com | 2000-078160 | 4543977 | 2/15/2002 | 14 |
| 194251GB-10730-10730-69-WOW | UK | World of Watches | 2240221 | 2240221 | 9/21/2001 | 14 & 35 |
| 194257GB-10730-10730-69-WOW | UK | Worldofwatches.com | 2240220 | 2240220 | 11/23/2001 | 14 & 35 |
| 193211US-10730-10730-69-WOW | USA | Worldofwatches.com | 76/069,840 | 2,482,102 | 8/28/2001 | 35 |
| 208455US-10730-10730-69-WOW | USA | World of Watches (Stylized) | 76/255,220 | 2,634,553 | 10/15/2002 | 35 |
| | USA | World of Watches | 75/845,964 | 2,401,981 | | |

EXHIBIT B

Domain Names

www.worldofwatches.com
world-o-watches.com
worldowatches.com
worldfowatches.com
worldfwatches.com
worldofwatch.com
worldofwatches.ac
worldofwatches.am
worldofwatches.as
worldofwatches.bi
worldofwatches.biz
worldofwatches.cd
worldofwatches.cg
worldofwatches.ch
worldofwatches.co.gg
worldofwatches.co.il
worldofwatches.co.im
worldofwatches.co.je
worldofwatches.co.ma
worldofwatches.co.nz
worldofwatches.co.pn
worldofwatches.co.tt
worldofwatches.co.ve
worldofwatches.co.vi
worldofwatches.co.za
worldofwatches.com.ag
worldofwatches.com.ar
worldofwatches.com.bs
worldofwatches.com.dm
worldofwatches.com.do
worldofwatches.com.es
worldofwatches.com.fj
worldofwatches.com.gd

worldofwatches.com.gi
worldofwatches.com.gt
worldofwatches.com.gy
worldofwatches.com.lv
worldofwatches.com.mx
worldofwatches.com.nf
worldofwatches.com.ni
worldofwatches.com.pa
worldofwatches.com.pe
worldofwatches.com.ph
worldofwatches.com.pr
worldofwatches.com.ro
worldofwatches.com.ru
worldofwatches.com.sc
worldofwatches.com.sv
worldofwatches.com.tj
worldofwatches.com.tl
worldofwatches.com.tp
worldofwatches.com.ve
worldofwatches.dm
worldofwatches.es
worldofwatches.fm
worldofwatches.gd
worldofwatches.gg
worldofwatches.gl
worldofwatches.gm
worldofwatches.gs
worldofwatches.gy
worldofwatches.hm
worldofwatches.io
worldofwatches.je
worldofwatches.jp

worldofwatches.kn
worldofwatches.kz
worldofwatches.li
worldofwatches.lk
worldofwatches.lt
worldofwatches.lu
worldofwatches.lv
worldofwatches.md
worldofwatches.mn
worldofwatches.ms
worldofwatches.mw
worldofwatches.net
worldofwatches.nf
worldofwatches.nu
worldofwatches.off.ai
worldofwatches.org
worldofwatches.ph
worldofwatches.ro
worldofwatches.ru
worldofwatches.rw
worldofwatches.sc
worldofwatches.sh
worldofwatches.st
worldofwatches.tc
worldofwatches.tf
worldofwatches.tl
worldofwatches.to
worldofwatches.tp
worldofwatches.tt
worldofwatches.us
worldofwatches.vg
worldofwatches.vu
worldofwatches.ws

TRADEMARK

REEL: 003496 FRAME: 0066

EXHIBIT C

Patents and Patent Applications

None.

TRADEMARK

REEL: 003496 FRAME: 0067

EXHIBIT D

Registered Copyrights and Applications for Copyright Registration

| <u>Country</u> | <u>Title</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Description</u> |
|----------------|---------------------------|-------------------------|--------------------------|--------------------|
| U.S. | <i>worldofwatches.com</i> | TXu-1-195-689 | 7/28/2004 | DVD |

WPB-FS1\597105v02\095271.010100