

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TXDC, L.P.		11/09/2007	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Finlay Fine Jewelry Corporation
<b>Street Address:</b>	529 Fifth Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	1436870	A BAILEY BANKS & BIDDLE JEWELER
Registration Number:	3006244	ARCTIC IDEAL
Registration Number:	3006305	ATTRIBUTES
Registration Number:	1123513	BAILEY BANKS & BIDDLE
Registration Number:	2311315	BAILEY BANKS & BIDDLE
Registration Number:	2649127	BAILEY BANKS & BIDDLE WORLD RENOWNED JEWELERS SINCE 1832
Registration Number:	3175187	BELLA CLASSICA
Serial Number:	78701489	E
Registration Number:	2707801	EVOCATIVE GOLD
Serial Number:	77094680	FOREVER INTERTWINED
Serial Number:	78737313	ICE FLOWERS
Registration Number:	2759135	LETTERS OF LOVE
Registration Number:	1754387	

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Registration Number:	2967890	
Serial Number:	78714676	RAFFIA
Registration Number:	2571323	THE LINEAGE DIAMOND
Registration Number:	3202127	TREASURES FOR A LIFETIME
Registration Number:	2878953	WHERE TREASURES LIVE
Registration Number:	1134848	ZELL BROTHERS

**CORRESPONDENCE DATA**

Fax Number: (212)969-2900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 969-3000  
Email: trademark@proskauer.com  
Correspondent Name: Jenifer deWolf Paine  
Address Line 1: 1585 Broadway  
Address Line 2: Proskauer Rose LLP  
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	28602-001 (FINLAY)
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	12/18/2007

**Total Attachments: 5**  
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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment is made and entered into as of November 9, 2007 (the "Effective Date") by and between TXDC, L.P., a Texas limited partnership ("Assignor"), and Finlay Fine Jewelry Corporation, a Delaware corporation ("Assignee").

**WHEREAS**, Assignor is the sole and exclusive owner of certain trademarks and corresponding registrations and applications therefor listed in the attached Schedule A (collectively, the "Trademarks");

**WHEREAS**, Assignee is, pursuant to an Asset Purchase Agreement, dated as of September 27, 2007, by and among Zale Corporation, a Delaware corporation, Zale Delaware, Inc., a Delaware corporation, Assignor, Assignee and Finlay Enterprises, Inc., a Delaware corporation (as amended, the "Purchase Agreement"), the acquirer of Assignor's right, title and interest in the Trademarks; and

**WHEREAS**, Assignor wishes to transfer to Assignee all right, title and interest in the Trademarks.

**NOW THEREFORE**, in consideration of the foregoing and of the promises contained in this Agreement, the parties agree as follows:

1. Assignment. For the consideration described in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers unto the Assignee, all of Assignor's right, title, and interest in and to the Trademarks (including but not limited to, all registration rights with respect to the Trademark and all rights to prepare derivative marks), together with the underlying goodwill of the business associated with and symbolized by the Trademarks listed in the attached Schedule A, and the right to sue and recover for past, present and future infringement.

2. Entire Transfer. After the consummation of the transactions contemplated hereby, each Assignor shall have transferred all of its rights in and to the Trademarks to Assignee.

3. Covenants of Assignor.

3.1 Cooperation. Assignor agrees, promptly upon the request of Assignee, to execute and deliver such further agreements or documents, and to take such further action, as may be necessary or desirable to evidence more fully the transfer of the Trademarks to Assignee. If either Assignor does not, within fifteen (15) days of written request to such Assignor, return documents or complete forms requested by Assignee to be executed/completed by such Assignor to evidence more fully the transfer of the Trademarks to Assignee, then Assignee is hereby granted a limited power of attorney to execute and complete all such documents and forms on behalf of such Assignor. This power of attorney is coupled with an interest and is irrevocable.

3.2 Cessation of Use. Unless otherwise agreed by the parties, Assignor covenants not to (i) use or display the Trademarks, (ii) use, display or register any additional trademarks that are confusingly similar to any of the Trademarks anywhere in the world, and (iii)

further covenants not to contest or challenge the validity of the Trademarks, or any applicable registrations thereof as used or made by Assignee.

4. Purchase Agreement. This Trademark Assignment is delivered pursuant to the Purchase Agreement and is subject to the conditions, representations, warranties and covenants provided therein, and if and to the extent the provisions of this Trademark Assignment and the Purchase Agreement are inconsistent, the provisions of the Purchase Agreement shall be controlling. Notwithstanding anything herein to the contrary, nothing herein shall in any way vary, nor shall it constitute a waiver or release of, the promises, agreements, representations, warranties and covenants set forth in the Purchase Agreement.

5. Miscellaneous.

5.1 Authorization. Each party represents and warrants that it is fully entitled and duly authorized to enter into this Trademark Assignment.

5.2 Successors and Assigns. This Trademark Assignment is binding upon and shall inure to the benefit of each party to this Trademark Assignment and to any successors in interests or assigns of any party to this Trademark Assignment. No Person other than the parties hereto and their respective successors, legal representatives and permitted assigns is or shall be entitled to bring any action to enforce any provisions of this Trademark Assignment against any of the parties hereto.

5.3 Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely in the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

5.4 Counterparts. This Trademark Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered (including by facsimile or electronic mail) to each other party.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the date first written above.

TXDC, L.P.  
(Assignor)

By: Zale Delaware, Inc., its General Partner

By: *Radney Carter*  
Name: *Radney Carter*  
Title: *EVF CAO & CFO*

FINLAY FINE JEWELRY CORPORATION  
(Assignee)

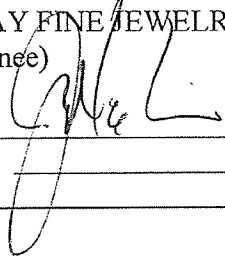
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the date first written above.

TXDC, L.P.  
(Assignor)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FINLAY FINE JEWELRY CORPORATION  
(Assignee)

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Schedule A**  
**Trademarks**

<b><u>MARK</u></b>	<b><u>SER. NO.</u></b>	<b><u>REG. NO.</u></b>
A BAILEY BANKS AND BIDDLE JEWELER		1436870
ARCTIC IDEAL		3006244
ATTRIBUTES		3006305
BAILEY BANKS & BIDDLE		1123513
BAILEY BANKS & BIDDLE (stylized)		2311315
BAILEY BANKS AND BIDDLE & DESIGN		2649127
BELLA CLASSICA		3175187
E & Design (Ecology)	78701489	
EVOCATIVE GOLD		2707801
FOREVER INTERTWINED	77094680	
ICE FLOWERS	78737313	
LETTERS OF LOVE		2759135
MISC. DESIGN (SINGLE UNICORN)		1754387
MISCELLANEOUS DESIGN (UNICORN)		2967890
RAFFIA	78714676	
THE LINEAGE DIAMOND		2571323
TREASURES FOR A LIFETIME		3202127
WHERE TREASURES LIVE		2878953
ZELL BROTHERS		1134848