

**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>
M. Fabrikant & Sons, Inc.		07/12/2007	CORPORATION: NEW YORK

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Wilmington Trust Company
<b>Street Address:</b>	1100 North Market Street
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19890
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	1447377	FABRIKANT
Serial Number:	78494675	FABRIKANT FIFTH AVENUE
Registration Number:	2314581	FTH
Registration Number:	1746385	FTH
Registration Number:	2443439	PRINCESS 4 EVER
Registration Number:	2970900	OCTILLION
Registration Number:	0744783	B
Registration Number:	2752579	THE BRIGHTSTAR DIAMOND
Registration Number:	1143307	HEART-TO-HEART
Registration Number:	2767591	COLORATION
Registration Number:	2898704	HEART 2 HEART
Serial Number:	78663555	PROMISE YOUR LOVE
Registration Number:	2472494	THE INDEPENDENT SOURCE

<b>CORRESPONDENCE DATA</b>	<b>TRADEMARK</b>
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ATTORNEY DOCKET NUMBER:	060980/00003
NAME OF SUBMITTER:	Carole E. Klinger
Signature:	/CEK/
Date:	03/12/2008

Total Attachments: 3  
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ASSIGNMENT

This Assignment (the "Assignment") is made as of July 12, 2007 (the "Effective Date") by and between M. Fabrikant & Sons, Inc., a New York corporation having a business address of One Rockefeller Plaza, New York, New York 10020 ("Assignor") on the one hand and Wilmington Trust Company, a Delaware corporation having a business address of 1100 North Market Street, Wilmington, DE 19890, in its capacity as collateral and administrative agent of the Lenders of M. Fabrikant & Sons, Inc. and Fabrikant-Leer International, Ltd and Debtors and Debtors-In -Possession M. Fabrikant & Sons, Inc. and Fabrikant-Leer International, Ltd. ("Assignee") on the other hand.

WHEREAS, Assignor has adopted, used or intends to use certain trademarks, and is the owner of related trademark applications and registrations therefor, as set forth on Schedule A hereto (collectively, the "Trademarks"); and

AND WHEREAS, Assignee is the Successor to the business of Assignor relating to the Trademarks and is desirous of acquiring the entire right, title and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto, and any registrations and applications to register the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to all of the Trademarks, including, without limitation, all trademark applications and registrations therefor, together with the goodwill of the business symbolized by the Trademarks being assigned.

Assignor hereby agrees that after the Effective Date, Assignor shall execute and/or deliver, at Assignee's cost and expense, such additional or other documents, authorizations and instruments, and to do such additional or other acts and things as may be required or reasonably requested by Assignor to give effect to the provisions of this Agreement.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as of this 12 day of July, 2007.

M. FABRIKANT & SONS, INC.  
By: Getzler Henrich & Associates LLC  
as Chief Restructuring Officer

By:   
Name: Peter Furman  
Title: Managing Director

By:   
Name: Matthew Fortgang  
Title: Chief Executive Officer

WILMINGTON TRUST COMPANY

By: \_\_\_\_\_  
Name: James A. Hanley  
Title: Assistant Vice President

ASSIGNMENT

This Assignment (the "Assignment") is made as of \_\_\_\_\_, 2007 (the "Effective Date") by and between M. Fabrikant & Sons, Inc., a New York corporation having a business address of One Rockefeller Plaza, New York, New York 10020 ("Assignor") on the one hand and Wilmington Trust Company, a Delaware corporation having a business address of 1100 North Market Street, Wilmington, DE 19890, in its capacity as collateral and administrative agent of the Lenders of M. Fabrikant & Sons, Inc. and Fabrikant-Leer International, Ltd and Debtors and Debtors-In -Possession M. Fabrikant & Sons, Inc. and Fabrikant-Leer International, Ltd. ("Assignee") on the other hand.

WHEREAS, Assignor has adopted, used or intends to use certain trademarks, and is the owner of related trademark applications and registrations therefor, as set forth on Schedule A hereto (collectively, the "Trademarks"); and

AND WHEREAS, Assignee is the Successor to the business of Assignor relating to the Trademarks and is desirous of acquiring the entire right, title and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto, and any registrations and applications to register the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to all of the Trademarks, including, without limitation, all trademark applications and registrations therefor, together with the goodwill of the business symbolized by the Trademarks being assigned.

Assignor hereby agrees that after the Effective Date, Assignor shall execute and/or deliver, at Assignee's cost and expense, such additional or other documents, authorizations and instruments, and to do such additional or other acts and things as may be required or reasonably requested by Assignor to give effect to the provisions of this Agreement.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as of this \_\_\_\_ day of July, 2007.

M. FABRIKANT & SONS, INC.  
By: Getzler Henrich & Associates LLC  
as Chief Restructuring Officer

By: \_\_\_\_\_  
Name: Peter Furman  
Title: Managing Director

By: \_\_\_\_\_  
Name: Matthew Fortgang  
Title: Chief Executive Officer

WILMINGTON TRUST COMPANY

By: \_\_\_\_\_  
Name: James A. Hanley  
Title: Assistant Vice President

**SCHEDULE A**

Trademark	Country	Appln./Reg. No.
FABRIKANT	United States	Reg. No. 1,447,377
FABRIKANT	Canada	Reg. No. TMA423,000
FABRIKANT	Japan	Reg. No. 2,257,668
FABRIKANT (Japanese Phonetics)	Japan	Reg. No. 2,291,641
FABRIKANT FIFTH AVENUE	United States	Appln. No. 78/494,675
FTH	United States	Reg. No. 2,314,581
FTH (Stylized)	United States	Reg. No. 1,746,385
FTH (Stylized)	Canada	Reg. No. TMA422,073
PRINCESS 4 EVER	United States	Reg. No. 2,443,439
OCTILLION	United States	Reg. No. 2,970,900
B and Design	United States	Reg. No. 0744783
THE BRIGHTSTAR DIAMOND	United States	Reg. No. 2,752,579
BRIGHTSTAR PRINCESS	Canada	Reg. No. TMA575,356
HEART-TO-HEART	United States	Reg. No. 1,143,307
COLORATION	United States	Reg. No. 2,767,591
HEART 2 HEART & Design	United States	Reg. No. 2,898,704
PROMISE YOUR LOVE	United States	Appln. No. 78/663,555
THE INDEPENDENT SOURCE	United States	Reg. No. 2,472,494
CONCENTRIC C's & Design	Canada	Reg. No. TMA411814

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