

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
Wilmington Trust Company		07/12/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fabrikant Inventory, LLC		
Street Address:	Three Times Square		
Internal Address:	11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: 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	

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CORRESPONDENCE DATA

Fax Number: (212)715-8000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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ATTORNEY DOCKET NUMBER:	060980/00003
NAME OF SUBMITTER:	Carole E. Klinger
Signature:	/CEK/
Date:	03/12/2008

Total Attachments: 2

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ASSIGNMENT

This Assignment (the "Assignment") is made as of July 12, 2007 (the "Effective Date") by and between Wilmington Trust Company, a Delaware corporation having a business address of 1100 North Market Street, Wilmington, DE 19890 ("Assignor"), in its capacity as agent for the Creditors of M. Fabrikant & Sons, Inc. ("MFS") and Fabrikant-Leer International, Ltd ("FLI") on the one hand, and Fabrikant Inventory, LLC, a Delaware limited liability company, having a business address of Three Times Square, 11th Floor, New York, New York 10036 ("Assignee") on the other hand.

WHEREAS, pursuant to that certain Asset Purchase Agreement dated July 12, 2007, Assignor acquired all of the inventory and related assets of MFS and certain non-inventory assets of FLI (MFS and FLI together, the "Debtors"), including certain trademarks and related trademark applications and registrations therefor of MFS set forth on Schedule A hereto (collectively, the "Trademarks"), and consequently Assignor became the nominal owner of such Trademarks;

WHEREAS, Assignor and Assignee are parties to a Contribution and Sales Agreement dated July 12, 2007, under which Assignor conveyed and assigned to Assignee certain of such assets, including the Trademarks;

AND WHEREAS, Assignee desires to confirm the assignment from Assignor of all of Assignor's 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, subject to any encumbrances under the August 1, 2006 Agreement by and among MFS, FLI and Fabrikant Tara International, LLC.

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 15th day of February, 2008.

WILMINGTON TRUST COMPANY

By: [Signature]
Name: James A. Hanley
Title: Assistant Vice President

FABRIKANT INVENTORY LLC

By: [Signature]
Name: Elliot Fuhr
Title: Chief Liquidating Officer

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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