TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
H Acquisition, LLC	FORMERLY Fortunoff Fine Jewelry and Silverware, LLC	03/07/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Fortunoff Holdings, LLC
Street Address:	3 Manhattanville Road
City:	Purchase
State/Country:	NEW YORK
Postal Code:	10577
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1634537	FORTUNOFF
Registration Number:	1519572	AVIGNON
Registration Number:	1420819	FORTUNOFF
Registration Number:	1246875	F
Registration Number:	1065966	THE SOURCE
Registration Number:	1044488	FORTUNOFF, THE SOURCE
Registration Number:	0881240	FSS

CH $190.00 1634537

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3308
Email: jchester@sidley.com
Correspondent Name: Julia M. Chester
Address Line 1: 717 N. Harwood

Address Line 2:	Suite 3400
Address Line 4:	Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	38207-30020
NAME OF SUBMITTER:	Julia M. Chester
Signature:	/Julia M. Chester/
Date:	03/16/2008

Total Attachments: 10
source=name change#page1.tif
source=name change#page2.tif
source=name change#page3.tif
source=name change#page4.tif
source=name change#page5.tif
source=name change#page6.tif
source=name change#page7.tif
source=name change#page8.tif
source=name change#page9.tif
source=name change#page10.tif

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "H ACQUISITION, LLC", CHANGING ITS NAME FROM "H ACQUISITION, LLC" TO "FORTUNOFF HOLDINGS, LLC", FILED IN THIS OFFICE ON THE SEVENTH DAY OF MARCH, A.D. 2008, AT 7:09 O'CLOCK P.M.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

4497309 8100

080296953

AUTHENTICATION: 6436359

DATE: 03-10-08

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:52 PM 03/07/2008
FILED 07:09 PM 03/07/2008
SRV 080296953 - 4497309 FILE

CERTIFICATE OF AMENDMENT

TO THE CERTIFICATE OF FORMATION

OF

H ACQUISITION, LLC

This Certificate of Amendment to the Certificate of Formation of H Acquisition, LLC (the "Company"), dated March 7, 2008 (this "Amendment"), is being duly executed and filed by the undersigned to amend the certificate of formation of a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq.).

The undersigned hereby certifies that:

1. The name of the Company is H Acquisition, LLC.

2. The certificate of formation of the Company is hereby amended by striking out Article First thereof and by substituting in lieu of Article First the following new article:

FIRST. The name of the limited liability company formed hereby is Fortunoff Holdings, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment as of the date first above written.

NRDC Fund V, LLC, as Managing Member of the Company

By: NRDC Equity Partners, LLC, its Managing Member

By: [signature]
Name: Francis Casale
Title: Managing Partner

NY1 6541514v.3

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF H ACQUISITION, LLC

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of H Acquisition, LLC, a Delaware limited liability company (the "Company"), is entered into as of March 7, 2008 by and among NRDC Fund V, LLC, a Delaware limited liability company ("NRDC Fund V"), and any other individual or entity who shall become a member of the Company in accordance with the terms hereof (hereinafter together with NRDC Fund V referred to as the "Members").

WHEREAS, the Company has been formed pursuant to the filing of a certificate of formation with the Secretary of State of the State of Delaware;

WHEREAS, NRDC Fund V was signatory to that certain Limited Liability Company Agreement of H Acquisition, LLC dated as of February 4, 2008 (the "LLC Agreement");

WHEREAS, H Acquisition, LLC has changed its name to Fortunoff Holdings, LLC and has registered such name change with the Secretary of State for the State of Delaware; and

WHEREAS, NRDC Fund V and the Company wish to amend and restate the LLC Agreement and set forth their respective rights and liabilities and provisions regarding the management and business of the Company in this Agreement.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

ARTICLE I

General Provisions

SECTION 1.01. Name. The name of the limited liability company is Fortunoff Holdings, LLC.

SECTION 1.02. Term. The term of the Company shall be perpetual, unless the Company is dissolved before such date in accordance with the Delaware Limited Liability Company Act, as may be amended from time to time (the "Act"), or at the election of the Board of Managers (as defined below) at any time. The death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member shall not cause a dissolution of the Company if the Board of Managers elects to continue the business of the Company and there remains at least one Member.

SECTION 1.03. Purpose. The Company was formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under the Act.

TRADEMARK
REEL: 003740 FRAME: 0823

SECTION 1.04. Members. The names of the Members are as set forth on Schedule A, as it may be amended from time to time.

ARTICLE II

Powers and Duties

SECTION 2.01. Board of Managers.

(a) The business and affairs of the Company shall be managed exclusively by a board (the "Board of Managers"), which shall consist of five (5) individuals (each a "Manager" and collectively, the "Managers"). The initial Managers and any replacements or additional Managers shall be designated by NRDC Fund V. The names and addresses of the initial Managers of the Company are set forth on Schedule B hereto, and Schedule B shall be amended from time to time to reflect the resignation or removal of any Manager or the appointment of replacement or additional Managers. The Board of Managers shall have the power to do any and all acts necessary or convenient to or for the furtherance of the Company's purposes described herein, including all powers, statutory or otherwise, possessed by members under the Act.

(b) The quorum for transacting business at any Board of Managers meeting (other than an adjourned meeting) shall be at least a majority of the Board of Managers. Notwithstanding the foregoing, in the event that a majority of the Board of Managers is unable to attend a duly called meeting of the Board of Managers, such meeting shall be automatically postponed until the same time and day of the following week without any further need to notify any Manager. The quorum required for transacting business at any such postponed meeting shall be at least a majority of the Board of Managers.

(c) If action is to be taken at a duly called meeting of the Board of Managers, notice of the time, date and place of meeting shall be given to each Manager by the Manager calling the meeting by personal delivery, telephone, fax or electronic mail sent to the address of each Manager set forth on Schedule B hereto at least one business day in advance of the meeting; provided, however, that no notice need to be given to a Manager who waives notice before or after the meeting or who attends the meeting without protesting at or before its commencement the inadequacy of notice to him or her. The Managers may attend a meeting in person or by proxy, and they may also participate in the meeting by means of conference call or similar communications equipment that permits all Managers to hear each other.

(d) The Board of Managers shall decide on matters by a majority vote of all of the Managers then comprising the Board of Managers. Each Manager shall have one vote. Any Manager who is absent from a meeting may nominate any other Manager to act as his or her alternate and to vote in his or her place at the meeting. Any such absent Manager shall be deemed present for purposes of establishing a quorum if such Manager's alternate is present at such meeting. Any action required or permitted to be taken or approved at any meeting of the Board of Managers may be taken without a meeting if one or more written consents to such action shall be signed by the majority of the Managers then comprising the Board of Managers.

TRADEMARK
REEL: 003740 FRAME: 0824

SECTION 2.02. Employees; Officers.

(a) The Board of Managers may hire employees and appoint officers of the Company to oversee the daily operation of the Company. Such employees and officers shall be subject to removal by the Board of Managers at any time, with or without cause, except as may be otherwise expressly agreed to between the Company and such employees or officers.

(b) The Board of Managers, and any officer authorized by the Board of Managers, is authorized to execute, deliver and file, in the name of and on behalf of the Company, any and all documents, agreements, certificates, receipts, instruments, forms, letters, or similar documents and to do or cause to be done any other actions as the Board of Managers may deem necessary or desirable to further the interests of the Company, except as may be limited by the terms of this Agreement.

ARTICLE III

Capital Contributions; Distributions

SECTION 3.01. Capital Contributions.

(a) Each Member has previously contributed to the capital of the Company an amount equal to its capital contribution as indicated on Schedule A hereto. Each Member's percentage interest (each, a "Percentage Interest") in the Company is as set forth in Schedule A hereto.

(b) The Members are not required to make any additional capital contributions to the Company. NRDC Fund V may make such additional capital contributions to the Company as it desires from time to time. No other Member may make an additional capital contribution to the Company without the prior approval of the Board of Managers, which may be withheld in its sole discretion.

SECTION 3.02. Distributions. Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Board of Managers in its sole discretion. Such distributions shall be made to the Members in the same proportions as their then respective Percentage Interests.

ARTICLE IV

Assignments; Withdrawals; Admissions

SECTION 4.01. Assignments. A Member may not assign or pledge in whole or in part such Member's limited liability company interest without the prior written consent of the Board of Managers (which may be withheld in its sole discretion).

SECTION 4.02. Withdrawal of a Member. No Member shall be entitled to withdraw all or any portion of such Member's capital contribution or any other asset or property of the Company without the prior written consent of the Board of Managers, which may be withheld in its sole discretion.

TRADEMARK
REEL: 003740 FRAME: 0825

SECTION 4.03. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company from time to time with the consent of the Board of Managers for such consideration and upon such other terms as the Board of Managers shall determine in its sole discretion.

ARTICLE V

Miscellaneous

SECTION 5.01. Liability of Members. The Members shall not have any liability for the obligations or liabilities of the Company except to the extent required by the Act.

SECTION 5.02. Exculpation of Managing Member and Officers. No Manager or officer of the Company shall be liable for any breach of duty in such capacity, unless a judgment or other final adjudication adverse to such person establishes that such person's acts or omissions were in bad faith. The Company shall indemnify and hold harmless any Manager and any of the Company's officers against any loss, damage or expense (including attorney's fees and expenses) incurred by any of them as a result of any act performed or omitted on behalf of the Company or in furtherance of the Company's interests, except to the extent that it is finally determined that such person has acted in bad faith. In no event shall any officer of the Company be entitled to exculpation or indemnification under this Agreement or otherwise with respect to claims arising out of or in connection with their services as directors or officers of Fortunoff Fine Jewelry and Silverware, LLC, a Delaware limited liability company, M. Fortunoff of Westbury, LLC, a Delaware limited liability company, Source Financing Corp., a Delaware corporation, or any of their respective affiliates, or estates thereof.

SECTION 5.03. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, all rights and remedies being governed by said laws. If any provision of this Agreement conflicts with a default rule under the Act, this Agreement shall govern.

SECTION 5.04. Amendments. This Agreement may not be amended without the written consent of all of the Members; provided, that the Board of Managers may make amendments, modifications and/or additions to this Agreement from time to time, including the admission of additional Members, without the consent of any Member who is not materially adversely affected by such amendments, modifications or additions.

SECTION 5.05. Successors and Assigns. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

SECTION 5.06. Pronouns; Headings. Use of either the singular or the plural shall not be deemed a limitation, and the use of the singular shall be construed to include, where appropriate, the plural. Use of masculine, feminine or neuter pronouns shall not be deemed a limitation, and the use of any such pronouns shall be construed to include, where appropriate, the other pronouns. The headings herein are inserted only as a matter of convenience and reference,

TRADEMARK
REEL: 003740 FRAME: 0826

and in no way define, limit or describe the scope of this Agreement, or the intent of any provisions thereof.

TRADEMARK
REEL: 003740 FRAME: 0827

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the 7th day of March, 2008.

NRDC Fund V, LLC
By: NRDC Equity Partners, LLC, its Managing Member
By: _____
Name: Francis Cusale
Title: Managing Partner

[Signature Page to the Limited Liability Company Agreement]

TRADEMARK
REEL: 003740 FRAME: 0828

SCHEDULE A

Members

Name	Initial Capital Contribution	Initial Percentage Interest
NRDC Fund V, LLC	$50,000,000.00	100%

TRADEMARK
REEL: 003740 FRAME: 0829

SCHEDULE B

Managers

Name	Address
Richard Baker	3 Manhattanville Road, Purchase, NY 10577
Charles Chinni	3 Manhattanville Road, Purchase, NY 10577
Donald Watros	3 Manhattanville Road, Purchase, NY 10577
Jamie Zimmerman	237 Park Ave, Suite 900, New York, NY 10017
Diane Baker	237 Park Ave, Suite 900, New York, NY 10017

RECORDED: 03/16/2008

TRADEMARK
REEL: 003740 FRAME: 0830