

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
My Diamond Place, Ltd.		12/05/2008	Limited:
RECEIVING PARTY DATA			
Name:	Sterling Jewelers Inc		
Street Address:	375 Ghent Road		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44333		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2926978	THE LEO ARTISAN	
Registration Number:	2805619	LEO SCHACHTER DIAMONDS	
Registration Number:	2738380	THE LEO DIAMOND	
Registration Number:	2807696	LEO	
Registration Number:	2497139	LEO	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	bernadette.ezring@weil.com, phyllis.eremitaggio@weil.com, beth.akers@weil.com		
Correspondent Name:	Weil,Gotshal&Manges c/oBernadette Ezring		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	75589.89B.EZRING		

CH \$140.00 2926978

NAME OF SUBMITTER:	Bernadette McCann Ezring
Signature:	/Bernadette McCann Ezring/
Date:	01/08/2009
Total Attachments: 3 source=My Diamond Place TM#page1.tif source=My Diamond Place TM#page2.tif source=My Diamond Place TM#page3.tif	

TRADEMARK ASSIGNMENT

This trademark assignment ("Assignment"), dated as of this 5th day of December, 2008, is from MY DIAMOND PLACE, LTD., a company operating under the laws of the Bahamas, having offices at British Colonial Center of Commerce, One Bay Street, 3rd Floor, Nassau, Bahamas ("Assignor"), to STERLING JEWELERS INC., a Delaware Corporation having an address at 375 Ghent Road, Akron, Ohio 44333 ("Assignee").

WHEREAS, Assignor is the sole owner, within the United States, Canada, Mexico and the Caribbean Islands and all territories and possessions of any of them (the "Territory"), of the mark LEO, both stylized and unstylized, either alone or in combination with other words, names symbols or devices including, without limitation, THE LEO DIAMOND and the lion design, LEO SCHACHTER DIAMONDS, THE LEO ARTISAN, the registrations and applications therefor in the Territory listed in the attached Schedule A, and the goodwill of Assignor's business appertaining thereto in each case with respect to loose or mounted diamonds, other jewels and jewelry including watches (the "Assigned Trademarks");

WHEREAS, Assignee desires to acquire the Assigned Trademarks; and

WHEREAS, Assignor desires to assign the Assigned Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

Assignor does hereby sell, assign and transfer to Assignee its entire right, title and interest in the Assigned Trademarks in the Territory, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, forever, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for present and future infringement of the rights assigned or to be assigned under this Agreement.


This Assignment is binding upon, and will inure to the benefit of, the parties and their respective legal representatives, successors and assigns.

All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.

Upon reasonable request by Assignee and at Assignee's reasonable expense, Assignor will execute any and all additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Trademarks in the Territory, and to vest in Assignee such right, title, and interest in and to the Assigned Trademarks as granted to Assignee.

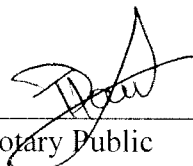
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

MY DIAMOND PLACE, LTD.

By: 
Name: Boris Stein
Title: Director

Commonwealth of The Bahamas
New Providence

The foregoing instrument was acknowledged before me this 17th day of December, 2008, by Boris Stein, Director as his act and deed.


Notary Public
My commission expires: December 31, 2008

SCHEDULE A

Registrations

Country	Trademark	Ser No	Fil Dt	Reg No	Reg Dt	Status
USA	THE LEO ARTISAN	78/265,700	6/23/2003	2,926,978	2/15/2005	Registered
USA	LEO SCHACHTER DIAMONDS	76/442,911	8/19/2002	2,805,619	1/13/2004	Registered
USA	THE LEO DIAMOND & Lion Design	76,322,939	10/9/2001	2,738,380	7/15/2003	Registered
USA	LEO	76/186,498	12/27/2000	2,807,696	1/27/2004	Registered
USA	LEO	75/924,458	2/22/2000	2,497,139	10/9/2001	Registered
Canada	LEO	1,053,579	4/4/2000	577,902	3/21/2003	Registered
Netherlands- Antilles	THE LEO DIAMOND & Lion Design	D-400504	9/6/2004	10,947	11/03/2004	Registered