

**TRADEMARK ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	BANKRUPTCY COURT ORDER

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bankruptcy Court Southern District of New York		03/04/2009	N/A:

**RECEIVING PARTY DATA**

<b>Name:</b>	LDG-Delaware OPCO, Inc.
<b>Street Address:</b>	c/o Clarion Capital Partners, 110 East 59th Street
<b>Internal Address:</b>	Suite 2100
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 180**

Property Type	Number	Word Mark
Registration Number:	1015160	ALBEMARLE
Registration Number:	1195146	G
Registration Number:	1260811	VALCOURT
Registration Number:	0706633	COLONIAL EAGLE
Registration Number:	1019858	CAPE ANN
Registration Number:	1222550	FROM THE GIFT WORLD OF GORHAM
Registration Number:	1021758	ALVIN
Registration Number:	0710612	TRIOMPHE MADE IN U.S.A.
Registration Number:	0702229	LULLABY
Registration Number:	0706636	BLITHE SPIRIT
Registration Number:	0709931	COLONIAL TIPT
Registration Number:	1240232	NEWPORT GORHAM
Registration Number:	0706635	VILLA

CH \$4515.00 1015160

Registration Number:	0389886	SOVEREIGN
Registration Number:	0724493	PIROUETTE
Registration Number:	0162238	D
Registration Number:	0744787	ESPRIT
Registration Number:	0164714	W
Registration Number:	0752081	G W D
Registration Number:	0752082	ROBERT BRUCE
Registration Number:	0744385	JOLIE
Registration Number:	0178224	GORHAM
Registration Number:	0178518	GORHAM
Registration Number:	0764665	ANDANTE
Registration Number:	0179558	GORHAM
Registration Number:	0765077	ETERNAL ROSE
Registration Number:	0765480	ASPEN
Registration Number:	0768743	CHAPEL ROSE
Registration Number:	0184012	"FAIRFAX"
Registration Number:	0774108	ROSE TIARA
Registration Number:	0777006	LA SCALA
Registration Number:	0192793	GORHAM
Registration Number:	0052661	GORHAM SILVER POLISH
Registration Number:	0054763	GORHAM
Registration Number:	0054331	GORHAM
Registration Number:	0216752	ALVIN
Registration Number:	0429404	CHASED ROMANTIQUE
Registration Number:	0839956	WHITE PAISLEY
Registration Number:	0842062	ALENCON LACE
Registration Number:	0854144	TRAV-L-WISK
Registration Number:	0861342	FLOWER SONG
Registration Number:	0506607	CHANTILLY
Registration Number:	0506608	GREENBRIER
Registration Number:	0506609	STRASBOURG
Registration Number:	0866317	OLD FRENCH
Registration Number:	0866318	ENGLISH GADROON
Registration Number:	0866319	OLD ENGLISH TIPT
Registration Number:	0876487	LA BELLE

Registration Number:	0516291	GORHAM PLAIN
Registration Number:	0516298	
Registration Number:	0516289	HUNT CLUB
Registration Number:	0516315	KING ALBERT
Registration Number:	0880874	SUFFOLK
Registration Number:	0518748	ETRUSCAN
Registration Number:	0887870	AVILA
Registration Number:	0443843	KING EDWARD
Registration Number:	0888264	TRILOGY
Registration Number:	0269436	PILGRIM
Registration Number:	0528503	NEW ELEGANCE
Registration Number:	0898243	PIERCED BAROQUE
Registration Number:	0536149	GORHAM
Registration Number:	0538351	PRINCE EUGENE
Registration Number:	0281695	ALVIN PLATE
Registration Number:	0913303	PILGRIM SILVERPLATE
Registration Number:	0915077	CHELSEA MANOR
Registration Number:	0928727	GORHAM
Registration Number:	0930498	MEDICI
Registration Number:	0932214	SPANISH TRACERY
Registration Number:	0557583	Q
Registration Number:	0933195	NEWPORT E.P.
Registration Number:	0561943	RONDO
Registration Number:	0561950	MELROSE
Registration Number:	0940916	AMPHORA
Registration Number:	0946795	REIZART
Registration Number:	0570700	"HURRICANE"
Registration Number:	1215901	GRANDE MOTIF
Registration Number:	1215902	BLACK CONTESSA
Registration Number:	1217617	MEDICI GREEN
Registration Number:	1215903	FAIRMEADOWS
Registration Number:	1225097	LADY MADISON
Registration Number:	1218430	ROYALSTON
Registration Number:	1218428	LONG MEADOW
Registration Number:	1217614	FLEURS DE FRANCE

Registration Number:	1194498	RIBBON EDGE
Registration Number:	1231142	BEAU JARDIN
Registration Number:	1231346	CONSOLIDATED HOTEL/MOTEL BROKERS
Registration Number:	1222625	SPRING LAUREL
Registration Number:	1236374	CHERRYWOOD
Registration Number:	1217615	ALTHEA
Registration Number:	1244511	ASPEN
Registration Number:	1234668	CHANTILLY
Registration Number:	1235734	CHERRYWOOD
Registration Number:	1226697	BAMBERG
Registration Number:	1224305	HEARTHGLOW
Registration Number:	1226698	LA SCALA
Registration Number:	1218426	ROYAL TIVOLI
Registration Number:	1217618	VISCOUNT
Registration Number:	1219751	FRENCH CLASSIC
Registration Number:	1217340	QUEENS GRACE
Registration Number:	1265036	FRENCH CATHEDRAL
Registration Number:	1273208	JOLIE
Registration Number:	1308664	NEWPORT SCROLL
Registration Number:	1320737	"FLEURS DES SIECLES"
Registration Number:	1281622	CHATHAM
Registration Number:	1319413	RONDELLE
Registration Number:	1314117	PASTELLE
Registration Number:	1296368	ANDANTE
Registration Number:	1292943	THEME
Registration Number:	1280775	CELESTE
Registration Number:	1283387	STARDUST
Registration Number:	1291904	GORHAM DESIGN STUDIO STAINLESS
Registration Number:	0578063	DECOR
Registration Number:	0963979	GORHAM PEWTER
Registration Number:	0967050	CLASSIC BOUQUET
Registration Number:	0974999	VIVALDI
Registration Number:	0309752	ETERNALOCK
Registration Number:	0983320	BARONIAL
Registration Number:	0589946	STARDUST

Registration Number:	0592572	FLINTRIDGE CHINA F
Registration Number:	0595160	THEME
Registration Number:	0996079	FRENCH SCROLL
Registration Number:	0997913	OCTETTE
Registration Number:	0607023	ROSECREST
Registration Number:	0834493	VIVALDI
Registration Number:	0577953	BRIDAL BOUQUET
Registration Number:	0577420	DELLA ROBBIA
Registration Number:	0706634	PERSPECTIVE
Registration Number:	0619050	CELESTE
Registration Number:	1097957	SPRING BUD
Registration Number:	0677683	SEA ROSE
Registration Number:	0686884	STAR BLOSSOM
Registration Number:	0687216	FIRELIGHT
Registration Number:	0687217	SECRET GARDEN
Registration Number:	0033902	STERLING G
Registration Number:	0033903	950-1000 FINE. G
Registration Number:	1413413	PRINTEMPS
Registration Number:	1253400	PEONIES
Registration Number:	1372608	ESPRIT
Registration Number:	1281614	DE-MEDICI
Registration Number:	1217613	KING EDWARD
Registration Number:	1351721	STANFORD
Registration Number:	1217342	ESSEX
Registration Number:	1217341	OLD DOMINION
Registration Number:	1228194	RENOIR
Registration Number:	1261399	G GORHAM
Registration Number:	1300599	ARIANA
Registration Number:	1266363	RAPHAEL
Registration Number:	1285279	SONJA
Registration Number:	1281623	CAMELLIA
Registration Number:	1301281	CHATHAM
Registration Number:	1301745	SILVER BLANKET
Registration Number:	1334912	DOLL OF THE MONTH
Registration Number:	1332365	BEAR OF THE MONTH

Registration Number:	1339313	JEREMY JANUBEAR
Registration Number:	1334499	FELICITY FEBUBEAR
Registration Number:	1332432	ABIGAIL APRILBEAR
Registration Number:	1334498	JOHN PAUL JULYBEAR
Registration Number:	1332431	SEBASTIAN SEPTEMBEAR III
Registration Number:	1332430	NICHOLAS NOVEMBEAR
Registration Number:	1332429	DICKENS DECEMBEAR
Registration Number:	1382513	REMEMBEARS
Registration Number:	1249602	MELON BUD
Registration Number:	1249603	CLASSIC KEY
Registration Number:	1271853	LAURIN
Registration Number:	1281624	JULIANA
Registration Number:	1372781	JULIET JUNEBEAR
Registration Number:	1468022	
Registration Number:	1468021	
Registration Number:	1468023	
Registration Number:	1427983	
Registration Number:	1427984	
Registration Number:	1427985	
Registration Number:	1427986	
Registration Number:	1484837	
Registration Number:	1484838	
Registration Number:	1483935	
Registration Number:	1483936	
Registration Number:	0696690	
Registration Number:	0693753	PS-2
Registration Number:	0697108	

**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	047736/0001
NAME OF SUBMITTER:	Marisa Kaplan, Esq. (047732/0001)
Signature:	/kc for mk/
Date:	03/17/2009

**Total Attachments: 28**

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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
:   
**In re** : **Chapter 11 Case No.**  
:   
**LENOX SALES, INC., et al.** : **08-14679 (ALG)**  
:   
: **(Jointly Administered)**  
:   
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**ORDER (I) APPROVING ASSET PURCHASE AGREEMENT AND  
AUTHORIZING THE SALE OF THE DEBTORS' ASSETS OUTSIDE  
THE ORDINARY COURSE OF BUSINESS, (II) AUTHORIZING  
THE SALE OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS,  
ENCUMBRANCES AND INTERESTS, AND (III) GRANTING RELATED RELIEF**

Upon the motion, dated December 1, 2009 (the "Sale Motion"), of the above-captioned debtors and debtors-in-possession (the "Debtors") for the entry of an order pursuant to sections 105, 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") (i) approving, among other things, (A) certain bidding procedures in connection with the sale of all or substantially all of the Debtors' assets; (B) the form of asset purchase agreement, (C) the sale of all or substantially all of the Debtors' assets free and clear of all Liens<sup>1</sup>, Claims, Encumbrances and Interests (as defined herein); and (ii) granting related relief; and the Bankruptcy Court having entered an order dated December 16, 2008 (the "Bidding Procedures Order") authorizing the Debtors to solicit and consider offers for the Purchased Assets and conduct the Auction in accordance with the terms and conditions of the Bidding Procedures and approving, *inter alia*, (i) the Bidding Procedures; (ii) the form and manner of notice of the

<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Sale Motion, the Agreement, or the Bidding Procedures Order as applicable.



Auction, Sale Hearing and the Assumption and Assignment Notice; and (iii) procedures relating to the assumption and assignment of certain unexpired leases and executory contracts, including notice of proposed Determined Cure Costs; and the Bankruptcy Court having established the date of the Sale Hearing; and the Bankruptcy Court having jurisdiction to consider the Sale Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b)(2) and 1334;<sup>2</sup> and consideration of the Sale Motion, the relief requested therein, and the responses thereto being a core proceeding in accordance with 28 U.S.C. § 157(b); and the appearance of all interested parties and all responses and objections to the Sale Motion having been duly noted in the record of the Sale Hearing; and upon the record of the Sale Hearing, and all other pleadings and proceedings in this case, including the Sale Motion; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and after due deliberation and sufficient cause appearing therefore;

IT IS HEREBY FOUND, DETERMINED AND CONCLUDED THAT:<sup>3</sup>

A. The findings and conclusions set forth herein constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. The Bankruptcy Court has jurisdiction over this matter and over the Debtors' estates and their property pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core

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<sup>2</sup> The "Bankruptcy Court" shall mean the United States Bankruptcy Court for the Southern District of New York.

<sup>3</sup> All findings of fact and conclusions of law announced by the Bankruptcy Court at the Sale Hearing in relation to the Sale Motion are hereby incorporated herein to the extent not inconsistent herewith.

proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these chapter 11 cases in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

D. That certain asset purchase agreement, dated as of February [25], 2009, between LDG-Delaware Opco, Inc. ("New Lenox" or "Purchaser"), and the Debtors (the "Agreement") is substantially in the form approved by the Bidding Procedures Order, except as otherwise noted on the redlined copy filed with the Bankruptcy Court on March 2, 2009 (docket # 340). New Lenox is an entity owned and controlled (indirectly) by the persons that are the lenders (the "Term Loan Lenders") party to that certain Amended and Restated Term Loan Credit Agreement dated as of April 20, 2007, and was formed for the purpose of acquiring the Debtors' assets.

E. The Purchased Assets (as such term is defined in the Agreement) constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

F. The statutory predicates for the relief sought in the Sale Motion and the basis for the approvals and authorizations herein are (i) sections 102, 105, 363, and 365 of the Bankruptcy Code, and (ii) Bankruptcy Rules 2002, 6004, 6006 and 9014.

G. As evidenced by the affidavits of services filed with the Bankruptcy Court, proper, timely, adequate, and sufficient notice of the Sale Motion, the Auction, and the Sale Hearing have been provided in accordance with sections 102(1) and 363(b) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9006, 9007, 9008 and 9014, the local rules of this Bankruptcy Court, and in compliance with the Bidding Procedures Order. Such notice was good and sufficient and appropriate under the particular circumstances. No other or further notice of the Sale Motion, the Auction, the Sale Hearing, or of the entry of this Order is necessary or shall

be required. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities.

H. The Debtors have demonstrated a sufficient basis and compelling circumstances requiring them to enter into the Agreement, sell the Purchased Assets under section 363 of the Bankruptcy Code, and such action is an appropriate exercise of the Debtors' business judgment and in the best interests of the Debtors, their estates and their creditors. Such business reasons include, but are not limited to, the facts that (i) there is substantial risk of deterioration of the value of the Purchased Assets if the sale is not consummated quickly; (ii) the Agreement constitutes the highest or best offer for the Purchased Assets; (iii) the Agreement and the Closing (as defined in the Agreement) will present the best opportunity to realize the value of the Debtors on a going concern basis and avoid decline and devaluation of the Debtors' business; (iv) the sale of the Purchased Assets pursuant to the Agreement will provide the Debtors with \$2,500,000 to pay, inter alia, administrative, priority and secured tax claims that would not otherwise be paid, and (v) unless the sale is concluded expeditiously as provided for in the Sale Motion and pursuant to the Agreement, creditors' recoveries may be diminished.

I. The Debtors and their professionals (i) provided potential purchasers, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Purchased Assets, (ii) afforded interested potential purchasers a full, fair and reasonable opportunity to conduct due diligence and submit offers prior to the Bid Deadline. As of the Bid Deadline, the only offers received by the Debtors for the Purchased Assets were from Upstairs Acquisition Corp. ("UAC") and New Lenox.

J. At the Auction, the Debtors determined that the offer submitted by New Lenox did not constitute a Qualified Bid; as a result, the Debtors declared the UAC offer to be the Successful Bid.

K. The Debtors filed a Supplement to the Sale Motion seeking approval of the sale to UAC.

L. The Bank of New York Mellon, in its capacity as agent for the Term Loan Lenders, filed an objection to the sale on the grounds, inter alia, that (i) the Bidding Procedures were not properly implemented and that New Lenox should have been a Qualified Bidder, (ii) the UAC purchase price was grossly inadequate, and (iii) the sale to UAC did not satisfy section 363(f) of the Bankruptcy Code (the "Term Lender Objection"). The Term Lender Objection also requested that the Bankruptcy Court deny approval of the UAC sale and that the Bankruptcy Court exercise its discretion to reopen the Auction.

M. The Bankruptcy Court conducted hearings in respect of the Sale Motion on February 23, 24 and 25, 2009. At the conclusion of the hearings, the Bankruptcy Court determined that it should exercise its discretion to reopen the Auction, and directed that an Auction be conducted with New Lenox as a Qualified Bidder.

N. At the commencement of the Auction, the Debtors determined that the offer of New Lenox was highest and best. UAC declined to submit any further offer; as a result, the Debtors declared New Lenox to be the Successful Purchaser. Thereafter, the Debtors and the Purchaser entered into the Agreement, a copy of which is annexed hereto as Exhibit A.

O. The Purchaser is the Successful Bidder for the Purchased Assets in accordance with the Bidding Procedures Order and further order of the Bankruptcy Court. The offer of the Purchaser, upon the terms and conditions set forth in the Agreement, including the form and total

consideration to be realized by the Debtors pursuant to the Agreement, (i) is the highest and best offer received by the Debtors; (ii) is fair and reasonable; (iii) is in the best interests of the Debtors' creditors and estates; (iv) constitutes full and adequate consideration and reasonably equivalent value for the Purchased Assets; (v) provides the Debtors with \$2,500,000 to pay, inter alia, administrative, priority and secured tax claims that would not otherwise be paid, and (vi) will provide a greater recovery for the Debtors than would be provided by the UAC offer or liquidation.

P. The Purchaser is a buyer in good faith, as that term is used in the Bankruptcy Code and the decisions thereunder, and is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to all of the Purchased Assets. The Agreement was negotiated and entered into in good faith and without collusion or fraud of any kind. Neither the Debtors nor the Purchaser has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause the application of or implicate section 363(n) of the Bankruptcy Code to the Agreement or to the consummation of the sale transaction and transfer of the Purchased Assets. The Purchaser is entitled to all the protections and immunities of section 363(m) of the Bankruptcy Code.

Q. The Debtors have full corporate power and authority to execute the Agreement and all other documents contemplated thereby, and the sale of the Purchased Assets has been duly and validly authorized by all necessary corporate authority by the Debtors to consummate the transactions contemplated by the Agreement. No consents or approvals, other than as may be expressly provided for in the Agreement, are required by the Debtors to consummate such transactions.

R. Except as otherwise provided in the Agreement, the Purchased Assets shall be sold free and clear of all mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens (including, without limitation, mechanics', materialmen's and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, pension, or tax, decrees of any court or foreign or domestic governmental entity, or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtors or the Debtors' predecessors or affiliates, claims (as that term is used in the Bankruptcy Code), reclamation claims, obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the bankruptcy case, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability (other than as expressly provided in the Agreement; collectively, "Liens, Claims, Encumbrances and Interests") with such Liens, Claims, Encumbrances and Interests to attach to the consideration to be received by the Debtors in the same priority as before the Closing, and the Purchaser would not enter into the Agreement

to purchase the Purchased Assets otherwise. Notwithstanding the foregoing, nothing in this Order finding that the Purchased Assets will be sold free and clear of Liens, Claims, Encumbrances and Interests applies to Assumed Contracts and Assumed Leases that will be subject to a separate order.

S. The transfer of the Purchased Assets to the Purchaser is a legal, valid and effective transfer of the Purchased Assets, and, except as may otherwise be provided in the Agreement, shall vest the Purchaser with all right, title and interest of the Debtors to the Purchased Assets free and clear of any and all Liens, Claims, Encumbrances and Interests. Except as specifically provided in the Agreement or this Order, the Purchaser shall not assume or become liable for any Liens, Claims, Encumbrances and Interests relating to the Purchased Assets being sold by the Debtors.

T. The transfer of the Purchased Assets to the Purchaser free and clear of all Liens, Claims, Encumbrances and Interests will not result in any undue burden or prejudice to any holders of any Liens, Claims, Encumbrances and Interests as all such Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever shall attach to the net proceeds of the sale of the Purchased Assets received by the Debtors in the order of their priority, with the same validity, force and effect which they now have as against the Purchased Assets. All persons having Liens, Claims, Encumbrances or Interests of any kind or nature whatsoever against or in any of the Debtors or the Purchased Assets shall be forever barred, estopped and permanently enjoined from pursuing or asserting such Liens, Claims, Encumbrances or Interests against the Purchaser, any of its assets, property, successors or assigns, or the Purchased Assets.

U. The Debtors may sell the Purchased Assets free and clear of all Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever because, in each case, one or more

of the standards set forth in section 363(f) of the Bankruptcy Code has been satisfied. Not selling the Purchased Assets free and clear of all Liens, Claims, Interests and Encumbrances would adversely impact the Debtors' estates, and the sale of Purchased Assets other than one free and clear of all Liens, Claims, Interests and Encumbrances would be of substantially less value to the Debtors' estates.

V. In the absence of a stay pending appeal, the Purchaser is acting in good faith, pursuant to section 363(m) of the Bankruptcy Code, in closing the transactions contemplated by the Agreement at any time on or after the entry of this Order and cause has been shown as to why this Order should not be subject to the stay provided by Bankruptcy Rules 6004(h) and 6006(d).

W. The transactions contemplated under the Agreement do not amount to a consolidation, merger or *de facto* merger of the Purchaser and the Debtors and/or the Debtors' estates, there is not substantial continuity between the Purchaser and the Debtors, there is no common identity between the Debtors and the Purchaser, there is no continuity of enterprise between the Debtors and the Purchaser, the Purchaser is not a mere continuation of the Debtors or their estates, and the Purchaser does not constitute a successor to the Debtors or their estates. Other than the Assumed Liabilities, the Purchaser shall have no obligations with respect to any liabilities of the Debtors, including, without limitation, the Excluded Liabilities, and the Debtors and the Committee will release and forever discharge the Purchaser and its successors and assigns from any and all claims, causes of action, obligations, liabilities, demands, losses, costs and expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to the sale, except for liabilities and obligations under the Agreement.

X. The sale of the Purchased Assets outside of a plan of reorganization pursuant to the Agreement neither impermissibly restructures the rights of the Debtors' creditors nor



impermissibly dictates the terms of a liquidating plan of reorganization for the Debtors. The sale does not constitute a *sub rosa* chapter 11 plan.

Y. The total consideration provided by the Purchaser for the Purchased Assets is the highest and best offer received by the Debtors, and the Purchase Price provided by the Purchaser under the Agreement is fair and reasonable and constitutes for all purposes a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other similar applicable law.

NOW, THEREFORE, BASED UPON ALL OF THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in the Sale Motion is granted, subject to the terms and conditions contained herein. The Sale Motion complies with all aspects of Local Rule 6004-1.

2. All objections, responses, and requests for continuance concerning the Sale Motion are resolved in accordance with the terms of this Order and as set forth in the record of the Sale Hearing.

3. Notice of the Sale Hearing was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

*Approval of Sale*

4. The sale of the Purchased Assets,<sup>4</sup> the terms and conditions of the Agreement (including all schedules and exhibits affixed thereto), and the transactions contemplated thereby be, and hereby are, authorized and approved, except as provided in decretal paragraph 17 of this Order.

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<sup>4</sup> Any reference in this Order to Purchased Assets is made subject to the provisions of paragraph 17 of this Order.

5. The sale of the Purchased Assets and the consideration provided by the Purchaser under the Agreement is fair and reasonable and shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law.

6. The Purchaser is hereby granted and is entitled to all of the protections provided to a good faith buyer under section 363(m) of the Bankruptcy Code. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of this Bankruptcy Court or any other court, such reversal, modification, or vacatur shall not affect the validity and enforceability of any transfer under the Agreement or obligation or right granted pursuant to the terms of this Order (unless stayed pending appeal), and notwithstanding any reversal, modification or vacatur shall be governed in all respects by the original provisions of this Order and the Agreement, as the case may be.

7. At the Closing, the Debtors will be authorized to fully perform under, consummate and implement the terms of the Agreement together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Agreement, this Order and sale of the Purchased Assets contemplated thereby including, without limitation, deeds, assignments, stock powers and other instruments of transfer, and to take all further actions as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or reducing to possession any or all of the Purchased Assets or Assumed Liabilities, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Agreement, without any further corporate action or orders of this Bankruptcy Court. The Purchaser shall

have no obligation to proceed with the Closing of the Agreement until all conditions precedent to their obligations to do so have been met, satisfied or waived.

8. The Debtors are further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units, any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the Agreement, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act.

9. Effective as of the Closing (a) the sale of the Purchased Assets by the Debtors to the Purchaser shall constitute a legal, valid and effective transfer of the Purchased Assets notwithstanding any requirement for approval or consent by any person and vests the Purchaser with all right, title and interest of the Debtors in and to the Purchased Assets, free and clear of all Liens, Claims, Interests and Encumbrances of any kind, pursuant to section 363(f) of the Bankruptcy Code, and (b) the assumption of any Assumed Liabilities by the Purchaser constitutes a legal, valid and effective delegation of any Assumed Liabilities to the Purchaser and divests the Debtors of all liability with respect to any Assumed Liabilities.

*Transfer of Assets*

10. Except to the extent specifically provided in the Agreement, upon the Closing, the Debtors shall be, and hereby are, authorized, empowered, and directed, pursuant to sections 105,

363(b) and 363(f) of the Bankruptcy Code, to sell the Purchased Assets to the Purchaser. The sale of the Purchased Assets vests the Purchaser with all right, title and interest of the Debtors to the Purchased Assets free and clear of any and all Liens, Claims, Interests and Encumbrances and other liabilities, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise, with all such Liens, Claims, Interests and Encumbrances to attach only to the proceeds of the sale with the same priority, validity, force, and effect as they now have in or against the Purchased Assets. The Sale Motion shall be deemed to provide sufficient notice as to the sale of the Purchased Assets free and clear of Liens, Claims, Interests and Encumbrances in accordance with Local Rule 6004-1. Following the Closing, no holder of any Liens, Claims, Interests and Encumbrances in the Purchased Assets may interfere with the Purchaser's use and enjoyment of the Purchased Assets based on or related to such Liens, Claims, Interests and Encumbrances, or any actions that the Debtors may take in their chapter 11 cases and no person may take any action to prevent, interfere with or otherwise enjoin consummation of the transactions contemplated in or by the Agreement or this Order.

11. The provisions of this Order authorizing the sale of the Purchased Assets free and clear of Liens, Claims, Encumbrances and Interests and the Assumed Liabilities, shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order.

12. On or before the Closing Date, the Debtors' creditors are authorized and directed to execute such documents and take all other actions as may be necessary and as the Debtors may request to release any Liens, Claims, Encumbrances or Interests of any kind against the

Purchased Assets, as such Liens, Claims, Encumbrances or Interests may have been recorded or may otherwise exist. If any person or entity that has filed financing statements or other documents or agreements evidencing any Liens, Claims, Encumbrances or Interests in or against the Purchased Assets shall not have delivered to the Debtors prior to the Closing after request therefor, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all such Liens, Claims, Encumbrances or Interests that the person or entity has with respect to the Purchased Assets, the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to such Purchased Assets prior to the Closing, and the Purchaser is authorized to file such documents after Closing.

13. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Debtors with respect to the Purchased Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser as of the Closing Date.

14. All of the Debtors' interests in the Purchased Assets to be acquired by the Purchaser under the Agreement shall be, as of the Closing Date and upon the occurrence of the Closing, transferred to and vested in the Purchaser. Upon the occurrence of the Closing, this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Purchased Assets acquired by the Purchaser under the Agreement and/or a bill of sale or assignment transferring indefeasible title and interest in the Purchased Assets to the Purchaser.

15. Except as expressly provided in the Agreement, the Purchaser is not assuming nor shall it or any affiliate of the Purchaser be in any way liable or responsible, as a successor or otherwise, for any liabilities, debts, or obligations of the Debtors in any way whatsoever relating to or arising from the Debtors' ownership or use of the Purchased Assets prior to the consummation of the transactions contemplated by the Agreement, or any liabilities calculable by reference to the Debtors or their operations, or relating to conditions existing on or prior to consummation of the transactions contemplated by the Agreement, which liabilities, debts, and obligations are hereby extinguished insofar as they may give rise to liability, successor or otherwise, against the Purchaser or any affiliate of the Purchaser.

16. Except as otherwise expressly provided in the Agreement, all persons or entities, presently or on or after the Closing Date, in possession of some or all of the Purchased Assets are directed to surrender possession of the Purchased Assets to the Purchaser on the Closing Date or at such time thereafter as the Purchaser may request.

*Assumed Contracts and Assumed Leases*

17. For the avoidance of doubt, this Order shall not be construed to authorize the assumption and assignment of any Assumed Contracts or Assumed Leases or to overrule or otherwise affect any objections relating to Assumed Contracts or Assumed Leases that have been timely filed. Further, entry of this Order shall not prevent or prejudice the rights of entities with executory contracts or unexpired leases to object to the Debtors' assumption and/or assignment of such contracts or leases or make any determination with respect to the Debtors' deadline to assume or reject unexpired leases and executory contracts pursuant to 11 U.S.C. § 365(d)(4). Assumption and assignment of any executory contract or unexpired lease may only be effected by the Debtors' compliance with the terms and conditions contained in the Bidding Procedures

Order.<sup>5</sup> A hearing to consider the assumption and assignment of certain of the Assumed Contracts and Assumed Leases, notice of which was provided in accordance with the Bidding Procedures Order, shall be held on March 11, 2009 at 11:00 a.m.

*Additional Provisions*

18. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement and this Order.

19. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Purchased Assets sold, transferred or conveyed to the Purchaser on account of the filing or pendency of this chapter 11 cases or the consummation of the transaction contemplated by the Agreement.

20. The Purchaser has not assumed or is otherwise not obligated for any of the Debtors' liabilities other than the Assumed Liabilities and as otherwise set forth in the Agreement, and the Purchaser has not purchased any of the Excluded Assets. Consequently, all persons, Governmental Units (as defined in sections 101(27) and 101(41) of the Bankruptcy Code) and all holders of Liens, Claims, Interests or Encumbrances based upon or arising out of liabilities retained by the Debtors are hereby enjoined from taking any action against the Purchaser or the Purchased Assets, including asserting any setoff, right of subrogation or recoupment of any kind, to recover any Liens, Claims, Interests or Encumbrances or on account of any liabilities of the

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<sup>5</sup> Notwithstanding anything to the contrary in this Order or in the Agreement, (i) none of the agreements between one or more of the Debtors and Oracle USA, Inc. ("Oracle") relating to the licensing of Oracle software and related services ("Oracle Agreements") shall be assumed and/or assigned and/or otherwise transferred to the Purchaser, without a further order of the Bankruptcy Court pursuant to the procedures set forth in Bidding Procedures Order relating to the assumption and/or assignment of executory contracts and unexpired leases; and (ii) to the extent that any computers, hard drives, servers or the likes (the "Computer Equipment") are transferred to the Purchaser prior to the assumption and/or assignment of the Oracle Agreements or without further Bankruptcy Court order, then any and all Oracle software and/or licenses shall be removed or scrubbed or eliminated from such Computer Equipment prior to the transfer of such Computer Equipment.

Debtors other than Assumed Liabilities pursuant to the Agreement. All persons holding or asserting any Interest in the Excluded Assets are hereby enjoined from asserting or prosecuting such Liens, Claims, Interests or Encumbrances or cause of action against the Purchaser or the Purchased Assets for any liability associated with the Excluded Assets.

21. The Purchaser is not and shall not be deemed a “successor” to the Debtors or their estates as a result of the consummation of the transactions contemplated by the Agreement or any other event occurring in the chapter 11 cases under any theory of law or equity, and the Purchaser shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates including, but not limited to, any bulk sales law, successor liability, liability or responsibility for any claim against the Debtors or against an insider of the Debtors, or similar liability except as otherwise expressly provided in the Agreement, and the Sale Motion contains sufficient notice of such limitation in accordance with Local Rule 6004-1. Except to the extent the Purchaser assumes the Assumed Liabilities pursuant to the Agreement, the purchase of the Purchased Assets by the Purchaser or its affiliates, and the transactions approved hereby, will not cause the Purchaser or any of its affiliates to be deemed a successor in any respect to the Debtors’ businesses.

22. Except to the extent expressly included in the Assumed Liabilities, pursuant to sections 105 and 363 of the Bankruptcy Code, all persons and entities, including, but not limited to, the Debtors, the Committee, all debt security holders, equity security holders, the Debtors’ employees or former employees, governmental, tax and regulatory authorities, lenders, parties to or beneficiaries under any benefit plan, trade and other creditors asserting or holding a Lien, Claim, Encumbrance or Interest of any kind or nature whatsoever against, in or with respect to any of the Debtors or the Purchased Assets (whether legal or equitable, secured or unsecured,



matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to the Purchased Assets, the operation of the Debtors' business prior to the Closing Date or the transfer of the Purchased Assets to the Purchaser, shall be forever barred and estopped from asserting, prosecuting or otherwise pursuing such Lien, Claim, Encumbrance or Interest, whether by payment, setoff, or otherwise, directly or indirectly, against the Purchaser or any affiliates, successors or assigns thereof and each of their respective current and former members, officers, directors, managed funds, investment advisors, attorneys, employees, partners, affiliates, financial advisors and representatives (each of the foregoing in its individual capacity), or the Purchased Assets. For the avoidance of doubt, the foregoing shall not prevent the Debtors, their estates, successors or permitted assigns from pursuing claims, if any, against the Purchaser and/or its successors and assigns in accordance with the terms of the Agreement or any rights the Committee has to pursue a Challenge (as defined in the Final DIP Order (as defined below)).

23. Other than the Assumed Liabilities or as otherwise provided for in the Agreement, the Purchaser shall have no obligations with respect to any liabilities of the Debtors, including, without limitation, the Excluded Liabilities, and the Debtors and the Committee are deemed to release and forever discharge the Purchaser and any of its affiliates, successors and assigns from any and all claims, causes of action, obligations, liabilities, demands, losses, costs and expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to the sale, except for liabilities and obligations under the Agreement.

24. Pursuant to that certain Final Order entered on December 16, 2008 authorizing the Debtors' postpetition financing [Docket No. 129] (the "Final DIP Order") and the terms of the DIP Credit Agreement (as defined in the Final Order), upon the Closing Date: (a) the Purchaser

shall pay in full in cash all Obligations (as defined in the DIP Credit Agreement), including cash collateralization of all letters of credit not replaced and cancelled on or prior to Closing, in accordance with the terms of the DIP Credit Agreement, to the DIP Facility Agent (or applicable Issuing Bank (as defined in the DIP Credit Agreement) with respect to any letters of credit), for the benefit of itself, the Issuing Bank and the DIP Lenders to be paid by the DIP Agent to the DIP Lenders in accordance with the DIP Credit Agreement or held as cash collateral by the Issuing Bank for outstanding letters of credit under a separate cash collateral agreement with the Purchaser; and (b) other than obligations that specifically survive termination as provided in the DIP Credit Agreement, such as any indemnification obligations, the DIP Credit Agreement, the DIP Lenders' commitments thereunder, and any of the DIP Agent's or DIP Lenders' obligations or liabilities under the Final Order shall be deemed terminated after such payment in full.

25. Subject to the terms of the Agreement, the Agreement and any related agreements may be waived, modified, amended, or supplemented by agreement of the Debtors and the Purchaser, without further action or order of the Bankruptcy Court; provided, however, that any such waiver, modification, amendment, or supplement is not material and substantially conforms to, and effectuates, the Agreement and any related agreements and provided, further, that any such waiver, modification, amendment or supplement is filed with the Bankruptcy Court. Any material modification, amendment, or supplement to the Agreement must be approved by Order of the Bankruptcy Court following a motion on notice to all interested parties.

26. The failure specifically to include any particular provisions of the Agreement or any related agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Bankruptcy Court, the Debtors and the Purchaser that the Agreement

and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Order prior to Closing.

27. To the extent any provisions of this Order conflict with the terms and conditions of the Agreement, this Order shall govern and control.

28. This Order and Agreement shall be binding upon and govern the acts of all persons and entities, including without limitation, the Debtors and the Purchaser, their respective successors and permitted assigns, including, without limitation, any Chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in a Chapter 7 case if this case is converted from Chapter 11, all creditors of any Debtor (whether known or unknown), filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Purchased Assets.

29. The provisions of this Order are non-severable and mutually dependent without written consent of Purchaser.

30. Nothing in any order of this Bankruptcy Court or contained in any plan of reorganization or liquidation confirmed in the chapter 11 cases, or in any subsequent or converted cases of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code, shall conflict with or derogate from the provisions of the Agreement or the terms of this Order.

31. Notwithstanding Bankruptcy Rules 6004, 6006 and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, and the Sale Motion shall be deemed to provide sufficient notice of the Debtors' request for relief from stay. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and the

Purchaser are free to close under the Agreement at any time, subject to the terms of the Agreement. In the absence of any person or entity obtaining a stay pending appeal, if the Debtors and the Purchaser close under the Agreement, the Purchaser shall be deemed to be acting in “good faith” and shall be entitled to the protections of section 363(m) of the Bankruptcy Code as to all aspects of the transactions under and pursuant to the Agreement if this Order or any authorization contained herein is reversed or modified on appeal.

32. This Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order, the Bidding Procedures Order, and the Agreement in all respects and to decide any disputes concerning this Order and the Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Agreement and this Order including, but not limited to, the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Purchased Assets and any Assumed Contracts and Assumed Leases and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all Liens, Claims, Interests and Encumbrances.

Dated: New York, New York  
March 4, 2009

/s/ Allan L. Gropper  
UNITED STATES BANKRUPTCY JUDGE

**SCHEDULE A**

Trademark	Registration	
	Number	Date
ALBEMARLE	1,015,160	08 Jul 75
G 14K & DESIGN	1,195,146	11 May 82
VALCOURT	1,260,811	13 Dec 83
COLONIAL EAGLE	706,633	01 Nov 60
CAPE ANN	1,019,858	09 Sep 75
FROM THE GIFT WORLD OF GORHAM	1,222,550	04 Jan 83
ALVIN	1,021,758	30 Sep 75
TRIOMPHE & DESIGN	710,612	31 Jan 61
LULLABY	702,229	02 Aug 60
BLITHE SPIRIT	706,636	01 Nov 60
COLONIAL TIPT	709,931	17 Jan 61
NEWPORT GORHAM & ANCHOR, BELL & STARS DESIGN	1,240,232	31 May 83
VILIA	706,635	01 Nov 60
SOVEREIGN	389,886	26 Aug 41
PIROUETTE	724,493	28 Nov 61
D IN CIRCLE	162,238	12 Dec 22
ESPIRIT	744,787	05 Feb 63
W IN CIRCLE WITH LION DEVICE	164,714	27 Feb 23
G.W.D.	752,081	02 Jul 63
ROBERT BRUCE	752,082	02 Jul 63
JOLIE	744,384	29 Jan 63
GORHAM	178,224	08 Jan 24
GORHAM	178,518	15 Jan 24
ANDANTE	764,665	11 Feb 64
GORHAM	179,558	12 Feb 24
ETERNAL ROSE	765,077	18 Feb 64
ASPEN	765,480	25 Feb 64
CHAPEL ROSE	768,743	28 Apr 64
FAIRFAX	184,012	13 May 24
ROSE TIARA	774,108	28 Jul 64
LA SCALA	777,006	15 Sep 64
GORHAM	192,793	09 Dec 24
GORHAM SILVER POLISH	52,661	15 May 06
GORHAM	54,763	26 Jun 06

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Trademark	Registration	
	Number	Date
GORHAM	54,331	26 Jun 06
ALVIN	216,752	17 Aug 26
CHASED ROMANTIQUE	429,404	29 Apr 47
WHITE PAISLEY	839,956	05 Dec 67
ALENCON LACE	842,062	09 Jan 68
TRAV-L-WISK	854,144	06 Aug 68
FLOWER SONG	861,342	03 Dec 68
CHANTILLY	506,607	15 Feb 49
GREENBRIER	506,608	15 Feb 49
STRASBOURG	506,609	15 Feb 49
OLD FRENCH	866,317	11 Mar 69
ENGLISH GADROON	866,318	11 Mar 69
OLD ENGLISH TIPT	866,319	11 Mar 69
LA BELLE	876,487	09 Sep 69
GORHAM PLAIN	516,291	11 Oct 49
ANCHOR DEVICE	516,298	11 Oct 49
HUNT CLUB	516,289	11 Oct 49
KING ALBERT	516,315	11 Oct 49
SUFFOLK & DESIGN	880,874	18 Nov 69
ETRUSCAN	518,748	13 Dec 40
AVILA	887,870	17 Mar 70
KING EDWARD	443,843	21 Mar 50
TRILOGY	888,264	24 Mar 70
PILGRIM	269,436	08 Apr 30
NEW ELEGANCE	525,503	01 Aug 50
PIERCED BAROQUE	898,243	08 Sep 70
GORHAM	536,149	09 Jan 51
PRINCE EUGENE	538,351	20 Feb 51
ALVIN PLATE	281,695	24 Mar 31
PILGRIM SILVERPLATE	913,303	08 Jun 71
CHELSEA MANOR	915,077	15 Jun 71
GORHAM	928,727	08 Feb 72
MEDICI	930,498	07 Mar 72
SPANISH TRACERY	932,214	11 Apr 72
Q CROWN	557,583	15 Apr 52
NEWPORT & DESIGN	933,195	02 May 72
RONDO	561,943	22 Jul 52

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Trademark	Registration	
	Number	Date
MELROSE	561,950	22 Jul 52
AMPHORA	940,916	15 Aug 72
REIZART	946,795	07 Nov 72
HURRICANE	570,700	17 Feb 53
GRAND MOTIF	1,215,901	09 Nov 82
BLACK CONTESSA	1,215,902	09 Nov 82
MEDICI GREEN	1,217,617	23 Nov 83
FAIR MEADOWS	1,215,903	09 Nov 82
LADY MADISON	1,225,097	25 Jan 89
ROYALSTON	1,218,430	30 Nov 82
LONG MEADOW	1,218,428	30 Nov 82
FLEUR DE FRANCE	1,217,614	23 Nov 82
RIBBON EDGE	1,194,498	27 Apr 82
BEAU JARDIN	1,231,142	15 Mar 83
CH'ING DYNASTY	1,231,346	22 Mar 83
SPRING LAUREL	1,222,625	04 Jan 83
CHERRYWOOD (CHINA)	1,236,374	03 May 83
ALTHEA	1,217,615	23 Nov 82
ASPEN	1,244,511	05 Jul 83
CHANTILLY	1,234,668	12 Apr 83
CHERRYWOOD (CRYSTAL)	1,235,734	26 Apr 83
BAMBERG	1,226,697	08 Feb 83
HEARTH GLOW	1,224,305	18 Jan 83
LA SCALA	1,226,698	08 Feb 83
ROYAL TIVOLI	1,218,426	30 Nov 82
VISCOUNT	1,217,618	23 Nov 82
FRENCH CLASSIC	1,219,751	14 Dec 82
QUEEN GRACE	1,217,340	23 Nov 82
FRENCH CATHEDRAL	1,265,036	24 Jan 84
JOLIE	1,273,208	03 Apr 84
NEWPORT SCROLL	1,308,664	11 Dec 84
FLEURS DES SIECLES	1,320,737	19 Feb 85
CHATHAM	1,281,622	12 Jun 84
RONDELLE	1,319,413	12 Feb 85
PASTELLE	1,314,117	08 Jan 85
ANDANTE	1,296,368	18 Sep 84
THEME	1,292,943	04 Sep 84

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Trademark	Registration	
	Number	Date
CELESTE	1,280,775	05 Jun 84
STARDUST	1,283,387	26 Jun 84
GORHAM DESIGN STUDIO	1,291,904	28 Aug 84
ASPEN	765,480	25 Feb 64
DECOR	578,063	28 Jul 53
GORHAM PEWTER & DESIGN	963,979	17 Jul 73
CLASSIC BOUQUET	967,050	28 Aug 73
VIVALDI	974,999	18 Dec 73
ETERNALOCK	309,752	30 Jan 34
BARONIAL	983,320	07 May 74
STARDUST	589,946	18 May 54
FLINTRIDGE CHINA & DESIGN	592,572	13 Jul 54
THEME	595,160	14 Sept 54
FRENCH SCROLL	996,079	22 Oct 74
OCTETTE	997,913	12 Nov 74
ROSECREST	607,023	07 Jun 55
VIVALDI	834,493	29 Aug 67
BRIDAL BOUQUET	577,953	28 Jul 53
DELLA ROBBIA	577,420	14 Jul 53
PERSPECTIVE	706,634	01 Nov 60
CELESTE	619,050	10 Jan 56
SPRING BUD	1,097,957	01 Aug 78
SEA ROSE	677,683	28 Apr 59
STAR BLOSSOM	686,884	20 Oct 59
FIRELIGHT	687,216	27 Oct 59
SECRET GARDEN	687,217	27 Oct 59
L-A-G	33,902	19 Dec 1899
950-1000 FINE & DESIGN	33,903	19 Dec 1899
PRINTEMPS	1,413,413	14 Oct 86
PEONIES	1,253,400	04 Oct 83
ESPRIT	1,372,608	26 Nov 85
DE MEDICI	1,281,614	12 Jun 84
KING EDWARD	1,217,613	23 Nov 82
STANFORD	1,351,721	30 Jul 85
ESSEX	1,217,342	23 Nov 82
OLD DOMINION	1,217,341	23 Nov 82
RENOIR	1,228,194	22 Feb 83

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Trademark	Registration	
	Number	Date
G-LION-ANCHOR	1,261,399	20 Dec 83
ARIANA	1,300,599	16 Oct 84
RAPHAEL	1,266,363	07 Feb 84
SONJA	1,285,279	10 Jul 84
CAMELLIA	1,281,623	12 Jun 84
CHATHAM	1,301,281	23 Oct 84
SILVER BLANKET	1,301,745	23 Oct 84
DOLL OF THE MONTH	1,334,912	07 May 85
BEAR OF THE MONTH	1,332,365	23 Apr 85
JEREMY JANUBEAR	1,339, 313	04 Jun 85
FELICITY FEBUBEAR	1,334,499	07 May 85
ABIGAIL APRILBEAR	1,332,432	23 Apr 85
JOHN PAUL JULYBEAR	1,334,498	07 May 85
SEBASTIAN SEPTEMBEAR	1,332,431	23 Apr 85
NICHOLAS NOVEMBEAR	1,332,430	23 Apr 85
DICKENS DECEMBEAR	1,332,429	23 Apr 85
REMEMBEARS	1,382,513	11 Feb 86
MELON BUD	1,249,602	30 Aug 83
CLASSIC KEY	1,249,603	30 Aug 83
LAURIN	1,271,853	27 Mar 84
JULIANA	1,281,624	12 Jun 84
JULIET JUNEBEAR	1,372,781	26 Nov 85
DESIGN OF CHANTILLY (SPOON & FORK)	1,468,022	08 Dec 87
DESIGN OP STRASBOURG (SPOON & FORK)	1,468,021	08 Dec 87
DESIGN OF BUTTERCUP (SPOON & FORK)	1,468,023	08 Dec 87
DESIGN OF FAIRFAX (SPOON & FORK)	1,427,983	03 Feb 87
DESIGN OF LA SCALA (SPOON & FORK)	1,427,984	03 Feb 87
DESIGN OF MELROSE (SPOON & FORK)	1,427,985	03 Feb 87
DESIGN OF KING EDWARD (SPOON & FORK)	1,427,986	03 Feb 87
DESIGN OF FAIRFAX (KNIFE)	1,484,837	12 Apr 88
DESIGN OF MELROSE (KNIFE)	1,484,838	12 Apr 88
DESIGN OF LA SCALA (KNIFE)	1,483,935	05 Apr 88
DESIGN OP KING EDWARD (KNIFE)	1,483,936	05 Apr 88
DESIGN OF CHANTILLY (KNIFE)	696,690	23 Nov 87
DESIGN OF STRASBOURG (KNIFE)	693,753	23 Nov 87

SRZ-10856304.1

Trademark	Registration	
	Number	Date
DESIGN OF BUTTERCUP (KNIFE)	697,108	23 Nov 87

SRZ-10856304.1