

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fitz and Floyd, Inc.		06/05/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fitz and Floyd Enterprises, LLC
Street Address:	429 Riverview Plaza
City:	Trenton
State/Country:	NEW JERSEY
Postal Code:	08611
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3219067	EVERYDAY WHITE
Registration Number:	3228937	EVERYDAY WHITE DINNERWARE
Registration Number:	3506710	EVERYDAY WHITE PORCELAIN
Registration Number:	1070624	FF
Registration Number:	1677664	FF
Registration Number:	1278990	FITZ AND FLOYD
Registration Number:	2882712	GLASS MENAGERIE
Registration Number:	3483388	GLOBAL MARKET
Registration Number:	3277029	GOURMET BY FITZ AND FLOYD
Registration Number:	2769121	ONE LOOK AND YOU KNOW
Registration Number:	2133074	PERENNIALS
Registration Number:	3187366	RICAMO
Registration Number:	1852134	SEASONS
Registration Number:	2381534	SEASONS

CH \$390.00 3219067

Registration Number:

2800677

SNACK THERAPY

CORRESPONDENCE DATA

Fax Number: (312)346-8434

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

Phone: 3123468380

Email: lturczak@lplegal.com

Correspondent Name: Laura Turczak, Levenfeld Pearlstein, LLC

Address Line 1: 2 N. LaSalle Street

Address Line 2: Suite 1300

Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:

37484-79950

NAME OF SUBMITTER:

Laura J. Turczak

Signature:

/Laura J. Turczak/

Date:

07/06/2009

Total Attachments: 7

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ASSIGNMENT OF INTANGIBLE PROPERTY

This ASSIGNMENT OF INTANGIBLE PROPERTY (this "Assignment") is entered into and made effective as of June 5, 2009, between FITZ AND FLOYD FACTORY OUTLET, INC., a Texas corporation, FITZ AND FLOYD RETAIL OF TEXAS, INC., a Texas corporation, FFI ACQUISITION CORP., a Delaware corporation and FITZ AND FLOYD, INC., a Delaware corporation (collectively and on a joint and several basis, "Assignor"), and FITZ AND FLOYD ENTERPRISES, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of March 16, 2009 (the "Purchase Agreement"), among Assignor and Assignee, Assignee desires to acquire and Assignor desires to convey all of Assignor's right, title and interest in and to the Intangible Property more fully described on Exhibit A attached hereto;

WHEREAS, capitalized terms used and not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, this Assignment is being executed and delivered by the parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, pursuant to and in accordance with the terms and provisions of the Purchase Agreement, and for the consideration set forth therein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Intangible Property. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, all of Assignor's right, title and interest in, to and under the Intangible Property. Without limitation of the foregoing, Assignor hereby further sells, assigns, transfers, conveys and delivers to Assignee Assignor's entire right, title and interest in and to: (a) the patents and patent applications identified on Exhibit A; (b) the trademarks, trademark applications and trademark registrations identified on Exhibit A, including the goodwill associated therewith and including the portions of Assignor's business to which such trademarks pertain, such business being ongoing and existing; (c) the copyright applications and copyright registrations identified on Exhibit A; (d) the domain names and domain name registrations identified on Exhibit A; (e) Assignor's trade secrets and know-how; (f) all applications and registrations for the foregoing, including the right to apply therefore, and any and all renewals and extensions thereof that may be secured under all laws now or hereafter in force; and, (g) all claims, causes of action and damages by reason of infringement, misappropriation or violation of rights related to any of the Intangible Property (including the right to sue for, and to collect damages arising from, past, present or future infringement, misappropriation or violation of rights related to any of the Intangible Property); all for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, for the full term and to the full extent of all such rights, and in all countries throughout the world wherein Assignor owns, possesses, or controls such rights. To the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint Assignor has in the Intangible Property transferred herein to Assignee, Assignor hereby waives those rights as to Assignee, and Assignee's licensees, successors and assigns.

2. Successors and Assigns; No Third Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns, including any successor by way of merger, consolidation or acquisition of all

or substantially all of the assets of a party. This Assignment shall not benefit or create any right or cause of action in or on behalf of any third party other than the parties hereto and their respective successors and permitted assigns.

3. Further Assurances. At any time and from time to time following the Closing, as and when requested by any party and without further consideration, each party shall execute and deliver, or cause to be executed and delivered, such other documents and instruments and shall take, or cause to be taken, such further or other actions as the other party may reasonably request or as otherwise may be necessary or desirable to evidence and effectuate the consummation of the transactions contemplated by the Purchase Agreement.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of New York, without regard to any choice of law or conflict of law rules.

5. Counterparts. This Assignment may be executed in any number of original or facsimile counterparts, each of which shall constitute an original instrument, but all of which together shall constitute one and the same agreement.

6. Section Headings. Section headings have been inserted in this Assignment for convenience of reference only and shall not be deemed to be a part of or to affect the meaning or interpretation of this Assignment.

7. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

[Signatures on the Following Page]

IN WITNESS WHEREOF, each party has caused this Assignment of Intangible Property to be duly executed and delivered by its duly authorized representative as of the date first above written.

ASSIGNEE:

FITZ AND FLOYD ENTERPRISES, LLC,
a Delaware limited liability company

By: 
Avi Faliks, Chairman

ASSIGNOR:

FFI ACQUISITION CORP,
a Delaware corporation

By: _____
Name: Steven R. Baram
Title: President and CEO

FITZ AND FLOYD, INC.,
a Delaware corporation

By: _____
Name: Steven R. Baram
Title: President and CEO

FITZ AND FLOYD FACTORY OUTLET, INC.,
a Texas corporation

By: _____
Name: Steven R. Baram
Title: President and CEO

FITZ AND FLOYD RETAIL OF TEXAS, INC.,
a Texas corporation

By: _____
Name: Steven R. Baram
Title: President and CEO

IN WITNESS WHEREOF, each party has caused this Assignment of Intangible Property to be duly executed and delivered by its duly authorized representative as of the date first above written.


ASSIGNEE:

FITZ AND FLOYD ENTERPRISES, LLC,
a Delaware limited liability company

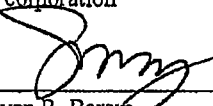
By: _____
Avi Faliks, Chairman

ASSIGNOR:

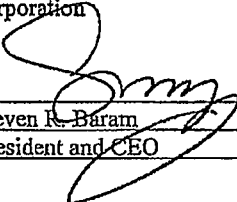
FFI ACQUISITION CORP,
a Delaware corporation

By: 
Name: Steven R. Baram
Title: President and CEO

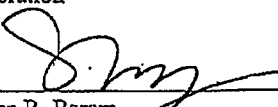
FITZ AND FLOYD, INC.,
a Delaware corporation

By: 
Name: Steven R. Baram
Title: President and CEO

FITZ AND FLOYD FACTORY OUTLET, INC.,
a Texas corporation

By: 
Name: Steven R. Baram
Title: President and CEO

FITZ AND FLOYD RETAIL OF TEXAS, INC.,
a Texas corporation

By: 
Name: Steven R. Baram
Title: President and CEO

693245.4

EXHIBIT A
Intangible Property

TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>REG./SERIAL NO.</u>	<u>REG. DATE</u>	<u>ACTION DUE</u>	<u>DUE DATE</u>
BV (Stylized)	US	77/468,309	Pending	SOU/1 st EOT	6/30/2009
CHARMING TAILS ¹	US	1,941,553	12/12/1995	Renewal	12/12/2015
DEL VINO ²	US	77/468,365	Pending	N/A	N/A
EVERYDAY WHITE	US	3,219,067	3/13/2007	§ 8	3/13/2013
EVERYDAY WHITE	US	3,228,937	4/10/2007	§ 8	4/10/2013
DINNERWARE & Design					
EVERYDAY WHITE PORCELAIN	US	3,506,710	9/23/2008	§ 8	9/23/2014
FF	US	1,070,624	8/2/1977	Renewal	8/2/2017
FF (Design Mark)	US	1,677,664	3/3/1992	Renewal	3/3/2012
FITZ AND FLOYD	US	1,278,990	5/22/1984	Renewal	5/22/2014
GIFT GALLERY BY FITZ AND FLOYD	US	2,797,134	12/23/2003	§§ 8 & 15	12/23/2009
GLASS MENAGERIE	US	2,882,712	9/7/2004	§§ 8 & 15	9/7/2010
GLOBAL MARKET	US	3,483,388	8/12/2008	§§ 8 & 15	8/12/2014
GOURMET BY FITZ AND FLOYD	US	3,277,029	8/8/2007	§§ 8 & 15	8/7/2013
LEAF & ACORN ¹	US	2,241,137	4/20/1999	Renewal	4/20/2009
ONE LOOK & YOU KNOW	US	2,769,121	9/30/2003	§§ 8 & 15	9/30/2009
PERENNIALS	US	2,133,074	1/27/1998	Renewal	1/27/2018
RENAISSANCE	US	2,791,649	12/9/2003	§§ 8 & 15	12/9/2009
RICAMO	US	3,187,366	12/19/2006	§§ 8 & 15	12/19/2011
SEASONS	US	1,852,134	9/6/1994	Renewal	9/6/2014
SEASONS	US	2,381,534	8/29/2000	Renewal	8/29/2010
SNACK THERAPY	US	2,800,677	12/30/2003	§§ 8 & 15	12/30/2009
SNOWY WOODS	US	2,301,541	12/21/1999	Renewal	12/21/2009

¹ Not included if sold prior to Closing

² Published on 1/27/09; no notification of opposition being filed; anticipated registration 6/2009

TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>REG./SERIAL NO.</u>	<u>REG. DATE</u>	<u>ACTION DUE</u>	<u>DUE DATE</u>
SOMMER HILL	US	3,197,374	1/9/2007	§§ 8 & 15	1/9/2013
TOWN & COUNTRY	US	3,582,161	3/3/2009	§§ 8 & 15.	3/3/2015
FITZ AND FLOYD	Australia	323,583	10/31/1978	Renewal	10/31/2009
FITZ AND FLOYD	Australia	368,583	10/31/1978	Renewal	10/31/2009
FITZ AND FLOYD FF	Australia	372,324	3/3/1982	Renewal	3/3/2013
FITZFLOYD	Australia	324,730	12/5/1978	Renewal	12/5/2009
FF	Canada	227,430	4/28/1978	Renewal	4/28/2023
FITZ AND FLOYD	Canada	225,464	1/20/1978	Renewal	1/20/2023
CHARMING TAILS	Canada	518,748	10/27/1999	Renewal	10/27/2014
LEAF & ACORN	Canada	592,289	10/15/2003	Renewal	10/15/2018
FF	Benelux	368,559	1/5/1981	Renewal	8/14/2010
FITZ AND FLOYD	Benelux	368,558	1/5/1981	Renewal	8/14/2010
FF	France	1,606,613		Renewal	7/27/2010
Fitz & Floyd	France	1,606,614		Renewal	7/27/2010
FF FITZ AND FLOYD	Germany	1,030,899	3/16/1982	Renewal	2/3/2011
Fitz & Floyd	Mexico	411,877		Renewal	1/31/2011
FF	Italy	406,809	2/24/1986	Renewal	9/2/2010
FITZ AND FLOYD	Italy	406,808	2/24/1986	Renewal	9/2/2010
FITZ AND FLOYD	Italy	981,675	11/3/2005	Renewal	2/26/2011
FITZ AND FLOYD	Switzerland	310,421	8/17/1981	Renewal	10/24/201
FF	UK	1,450,437	12/13/1990	Renewal	12/13/2017
FITZ AND FLOYD	UK	1,450,439	12/13/1990	Renewal	12/13/2017