

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ORDER OF THE BANKRUPTCY COURT RELEASING ALL SECURITY INTERESTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO RETAIL FINANCE, LLC		07/02/2009	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

CORRESPONDENCE DATA

Fax Number: (212)536-3901
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 Email: calvina.bostick@klgates.com
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CH \$190.00 1634537

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Address Line 4: NEW YORK, NEW YORK 10022-6030

ATTORNEY DOCKET NUMBER:	0814064.00001
NAME OF SUBMITTER:	Beata White
Signature:	/Beata White/
Date:	09/04/2009

Total Attachments: 12

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re: : Chapter 11
: :
: :
FORTUNOFF HOLDINGS, LLC and : Case No. 09-10497 (RDD)
FORTUNOFF CARD COMPANY, LLC, : Case No. 09-10500 (RDD)
: :
: :
Debtors. : Jointly Administered
-----X

**ORDER: (I) APPROVING SALE AND LICENSE OF CERTAIN
INTELLECTUAL PROPERTY AND RELATED TANGIBLE AND
INTANGIBLE ASSETS OF THE DEBTORS TO SUCCESSFUL BIDDERS
AT AUCTION, FREE AND CLEAR OF ALL LIENS, CLAIMS AND
ENCUMBRANCES; (II) APPROVING ASSUMPTION AND
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS;
AND (III) GRANTING RELATED RELIEF**

Upon consideration of the motion (the "Motion") of Fortunoff Holdings, LLC and Fortunoff Card Company, LLC, debtors and debtors-in-possession (the "Debtors"), dated April 24, 2009, for entry of an Order pursuant to sections 105(a) and 363 of title 11, United States Code, 11 U.S.C. § 101 *et seq.* as amended (the "Bankruptcy Code") and Fed. R. Bankr. P. 6004, (i) approving the procedures in connection with the sale of certain intellectual property and related tangible and intangible assets of the Debtors and (ii) setting the related auction and hearing dates; and the Court having entered an order on May 12, 2009 (the "Procedures Order") approving, among other things, certain proposed procedures in connection with the auction of such assets; and the auction pursuant to the Procedures Order having been held on June 23-24, 2009 (the "Auction"); and this Court having conducted a hearing on June 30, 2009 (the "Hearing") to approve (I) the sale of certain of the Debtors' intellectual property, and related tangible and intangible assets to Source IP Holdco, LLC or its designee ("SIPH"), as more fully described in the Asset Purchase Agreement dated as of July 1, 2009 (the "SIPH Agreement" and

the assets purchased thereunder, the “SIPH Purchased Assets”), between the Debtors and Source IP Holdco, LLC, a copy of which is annexed hereto as Exhibit “A”, (II) the sale of certain of the Debtors’ intellectual property, intangible and related assets to Hudson’s Bay Company (“Hudson Bay”), as more fully described in the Asset Purchase and License Agreement dated as of June 29, 2009 (the “HB Agreement” and the assets purchased thereunder, the “HB Purchased Assets”), between the Debtors and Hudson’s Bay Company, a copy of which is annexed hereto as Exhibit “B”, (III) the non-exclusive license of certain of the Debtors’ intangible assets consisting of certain customer data from the Debtors’ tableware division to Replacements, Ltd. (“Replacements”), as more fully described in the Customer Data License Agreement dated as of June 30, 2009 (the “RL Agreement” and the assets licensed thereunder, the “RL Licensed Assets”), between the Debtors and Replacements, Ltd., a copy of which is annexed hereto as Exhibit “C”, and (IV) the non-exclusive license of certain of the Debtors’ intangible assets consisting of certain customer data from the Debtors’ tableware division to Michael C. Fina Company, Inc. (“MC Fina”), as more fully described in the Customer Data License Agreement dated as of July 1, 2009 (the “MCF Agreement” and the assets licensed thereunder, the “MCF Licensed Assets”), between the Debtors and Michael C. Fina Company, Inc., a copy of which is annexed hereto as Exhibit “D”;¹ and the Purchasers having collectively made the highest and best offer for the Purchased Assets; and upon the record set forth at the Hearing; and the Court having considered the evidence and the arguments of all parties in interest at the Hearing; and the Court having considered the Motion, together with any objections thereto; and it appearing that

¹ SIPH, Hudson Bay, Replacements and MC Fina are collectively referred to herein as the “Purchasers” and each as a “Purchaser.” The SIPH Purchased Assets, HB Purchased Assets, RL Licensed Assets and MCF Licensed Assets are collectively referred to herein as the “Purchased Assets.” The SIPH Agreement, HB Agreement, RL Agreement and MCF Agreement are collectively referred to herein as the “Agreements” and each as an “Agreement.”

4. **Free and Clear.** Except as expressly permitted or otherwise specifically provided for in the Agreement or this Order, pursuant to Bankruptcy Code sections 105(a) and 363(f), the Debtors' are authorized and directed to transfer the Assets to the Buyer and, as of the Closing Date, the Buyer shall take title to and possession of the Assets free and clear of all Interests of any kind or nature whatsoever, including but not limited to the Liens and Excluded Liabilities, with all such Interests to attach to the proceeds ultimately attributable to the property against or in which such Interests are asserted, subject to the terms of such Interests, with the same validity, force and effect, and in the same order of priority, which such Interests now have against the Assets or their proceeds, subject to any rights, claims and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

5. **Valid Transfer.** As of the Closing Date, (a) the transactions contemplated by the Agreement effect a legal, valid, enforceable and effective sale and transfer of the Assets to Buyer, and shall vest Buyer with title to such assets free and clear of all Liens and Excluded Liabilities and (b) this Agreement and the transactions and instruments contemplated hereby shall be specifically performable and enforceable against and binding upon, and not subject to rejection or avoidance by, the Debtors or any chapter 11 trustee of the Debtors and their applicable estates.

6. **General Assignment.** On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Debtors' interests in the Assets. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement.

applicable) of Purchased Assets to any Purchaser unless such transfer or license (as applicable) is stayed prior to the Closing applicable to such Purchaser.

20. This Order shall be effective immediately upon entry, and no stay of execution, pursuant to Fed. R. Bankr. P. 6004(h) or 6006(d) or otherwise, shall apply with respect to this Order.

Dated: New York, New York
July 2, 2009

/s/Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

ASSET PURCHASE AGREEMENT

by and among

FORTUNOFF HOLDINGS, LLC,
FORTUNOFF CARD COMPANY, LLC

and

SOURCE IP HOLDCO, LLC

Dated as of July 1, 2009

TRADEMARK

REEL: 004057 FRAME: 0189

ARTICLE 1 PURCHASE AND SALE OF THE ACQUIRED ASSETS

Section 1.1 Transfer of Acquired Assets. At the Closing (as defined below), and upon the terms and conditions herein set forth, Seller shall sell to Buyer, and Buyer shall acquire from Seller, all of Seller's right, title and interest in, to and under the Acquired Assets, including all right, title and interest acquired by Seller from Source Financing Corporation, M. Fortunoff of Westbury, LLC and Fortunoff Fine Jewelry and Silverware, LLC pursuant to that Order Under 11 U.S.C §§ 105(a), 363 and 365 and Fed. R. Bankr. P. 2002, 6004 and 6006 Authorizing and Approving (a) the Sale of Assets Free and Clear of Liens and Other Interests and (b) Assumption and Assignment of Executory Contracts and Unexpired Leases to Successful Bidder(s) at Auction, dated March 6, 2008 (the "2008 Sale Order"). "Acquired Assets" shall mean the following property:

(a) All of Seller's rights, title and interest in and to the copyrights, copyright registrations, proprietary processes, trade secrets, license rights, specifications, technical manuals and data, drawings, inventions, designs, (including without limitation packaging and product designs), patents (including without limitation all reissues, continuations, continuations-in-part, revisions, extensions and re-examinations thereof), patent applications, trade names, trademarks, service marks, common law trademark rights and associated goodwill, domain names, URLs, product information and data, know-how and development work-in-progress, customer lists and purchasing history, software (other than the D.C. Wizard Software (defined below)), business and marketing plans, advertising materials and other intellectual or intangible property embodied in or pertaining to Seller's business, and all rights of registration or re-registration, other intellectual property interest, whether pending, applied for or issued, whether filed in the United States or any foreign jurisdiction, together with their right to sue for past infringement thereof, including without limitation, the assets identified on Schedule 1 I(a) hereto;

(b) All of Seller's rights under the contracts identified on Schedule 1 I(b) hereto, but subject to Buyer's rights under Section 1.6(b)(ii) hereof (the "Acquired Contracts");

(c) All hard and electronic copies of data, books, files and records related to the foregoing (collectively, "IP Records"), provided, that Seller, the Official Committee of Unsecured Creditors and their respective successors and assigns, including without limitation any plan administrators, liquidating trustees, Chapter 7 trustees or Chapter 11 trustees (collectively, "Estate Representatives") may retain a copy of such IP Records and/or have reasonable access to such IP Records as is sufficient to permit a winddown and liquidation of Seller's business and assets (including without limitation any causes of action retained by Seller), and provided further, that any such access by an Estate Representative shall be at its sole cost and expense, during normal business hours and on reasonable advance notice, and without interfering with the operations of Buyer, its successors and assigns; and provided further, that each Estate Representative with copies of or access to any IP Records shall safeguard the integrity of all such IP Records and, upon completion of such winddown and liquidation, shall either destroy all IP Records in its possession or control or deliver all hard and electronic copies of all such IP Records to Buyer; and

(d) Any and all past, present and future claims or causes of action arising out of or related to any infringement (including past infringement), dilution, misappropriation,

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

SOURCE IP HOLDCO, LLC

By: /s/ David Fortunoff
Name: David Fortunoff
Title: President

FORTUNOFF HOLDINGS, LLC

By: /s/ Padraic Shanley
Name: Padraic Shanley
Title: VP Finance

FORTUNOFF CARD COMPANY, LLC

By: /s/ Padraic Shanley
Name: Padraic Shanley
Title: VP Finance

Schedule 1.1(a)Trademarks• United States

Mark	Reg./App. No.	Reg. Date
FORTUNOFF	United States 1,634,537	2/5/91
AVIGNON	United States 1,519,572	1/10/89
FORTUNOFF	United States 1,420,819	12/19/86
F (Stylized)	United States 1,246,875	8/2/83
THE SOURCE	United States 1,065,966	5/17/77
FORTUNOFF, THE SOURCE	United States 1,044,488	7/20/76
FSS (Stylized)	United States 881,240	11/25/69

• Foreign

Mark	Reg./App. No.	Reg. Date
FORTUNOFF, THE SOURCE	Argentina 1699958	11/3/98
FORTRON	Australia 410110	6/14/84
FORTUNOFF	Australia 507019	3/17/89
FORTUNOFF	Australia 393761	7/7/83
FORTUNOFF, THE SOURCE	Bahamas 11332	6/29/98
THE SOURCE	Canada TMA0311678	2/28/86
FORTUNOFF, THE SOURCE	Canada TMA0311679	2/28/86
FORTUNOFF	European Community 1242072	10/23/01
FORTRON	Taiwan 280446	4/6/95
FORTUNOFF	Taiwan 502304	7/1/94

Mark	Reg./App. No.	Reg. Date
FORTUNOFF	Taiwan 498532	9/16/00
FORTUNOFF	Taiwan 483514	5/1/00
FORTUNOFF	France 1251719	11/21/83
FORTUNOFF	Germany 1063354	5/15/84
FORTRON	Hong Kong 920/1985	6/20/84
FORTUNOFF	Hong Kong 66/1992	5/17/90
FORTUNOFF	Hong Kong 5251/94	5/17/90
FORTUNOFF	Hong Kong 3098/1991	5/17/90
FORTUNOFF	Hong Kong 8743/1995	3/2/95
FORTUNOFF, THE SOURCE	Hong Kong 1410/1986	3/4/85
FORTUNOFF, THE SOURCE	India 423345	6/18/98
FORTUNOFF, THE SOURCE	Ireland 114669	6/12/91
FORTRON	Ireland 111518	6/12/91
FORTUNOFF, THE SOURCE	Ireland 114668	6/12/91
FORTRON	Israel 59009	6/20/91
FORTUNOFF, THE SOURCE	Israel 57369	10/17/90
FORTUNOFF	Italy 419365	11/16/83
FORTUNOFF, THE SOURCE	Italy 419366	10/16/83
FORTUNOFF, THE SOURCE	Jamaica 21841	7/4/91
FORTUNOFF	Japan 4695944	8/1/03
FORTUNOFF	Japan 2334888	9/30/91
FORTUNOFF	Japan 2329398	8/30/91

Mark	Reg./App. No.	Reg. Date
FORTUNOFF	Japan 2472630	10/30/92
FORTUNOFF	Japan 2354788	11/29/91
FORTUNOFF	Japan 2443475	8/31/92
FORTUNOFF	Japan 2427630	10/30/92
FORTUNOFF	Japan 2435287	7/31/92
THE SOURCE	Japan 1948578	4/30/87
FORTUNOFF	Korea (South) 201135	9/20/00
FORTUNOFF	Korea (South) 209487	2/6/01
FORTUNOFF	Korea (South) 211991	4/1/01
FORTUNOFF, THE SOURCE	Korea (South) 106287	10/24/94
FORTUNOFF, THE SOURCE	Korea (South) 106285	10/24/94
FORTUNOFF	Macao 441-M	8/13/00
FORTUNOFF	Macao 442-M	7/2/00
FORTUNOFF, THE SOURCE	Malaysia 85/03426	8/6/92
FORTUNOFF	Mexico 815545	5/7/02
FORTRON	New Zealand 153232	6/13/91
FORTUNOFF, THE SOURCE	New Zealand 153230	6/13/91
FORTUNOFF, THE SOURCE	New Zealand 153231	6/13/91
FORTUNOFF, THE SOURCE	Pakistan 87254	8/15/92
FORTUNOFF	Paraguay 203627	4/27/98
FORTUNOFF, THE SOURCE	Puerto Rico 26751	10/5/96
FORTRON	Singapore T8403459C	6/28/01

Mark	Reg./App. No.	Reg. Date
FORTUNOFF, THE SOURCE	Singapore T8305646A	10/27/90
FORTUNOFF, THE SOURCE	Republic of South Africa 5217/84	6/13/94
FORTRON (Special Script)	Switzerland 327998	10/21/03
FORTRON (Special Script)	Switzerland 8181	10/21/83
FORTRON PALACE	Switzerland P-334309	9/6/84
FORTUNOFF	Switzerland P-341676	9/4/85
THE SOURCE	Switzerland P-336827	7/24/84
FORTUNOFF, THE SOURCE	Thailand 284729/KOR2 9346	5/2/95
FORTRON	U.K. 1220636	7/12/91
FORTUNOFF	U.K. 1243261	6/3/92

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