

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sterling Jewelers Inc.		04/23/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Catfish Productions, Inc.		
<b>Street Address:</b>	24800 PACIFIC COAST HIGHWAY		
<b>City:</b>	Malibu		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90265		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3678429	OPEN HEARTS BY JANE SEYMOUR	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(310)553-0687		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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Correspondent Name:	Rami S. Yann		
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ATTORNEY DOCKET NUMBER:	13190-		
NAME OF SUBMITTER:	Rami S. Yann		
Signature:	/Rami S. Yann/		
Date:	12/01/2009		

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**TRADEMARK  
 REEL: 004105 FRAME: 0574**

Total Attachments: 2

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## ASSIGNMENT

This assignment agreement ("Assignment"), dated as of April 23, 2008, is made by and between Sterling Jewelers Inc., a Delaware corporation ("Sterling"), and Catfish Productions, Inc., a California corporation ("Catfish").

WHEREAS, Sterling and Catfish are parties to that certain License and Cooperation Agreement, dated as of February 1, 2008 ("License Agreement"), pursuant to which Catfish agreed, among other things, to license to Sterling the right to use Catfish's trademarks and the name, image and likeness of Catfish's principal Jane Seymour in connection with the manufacture, marketing and distribution of jewelry products;

WHEREAS, one such trademark contemplated under the License Agreement is the mark OPEN HEARTS BY JANE SEYMOUR ("Mark");

WHEREAS, on April 30, 2008, Sterling filed U.S. Application No. 77/461,631 ("Application") with the United States Patent and Trademark Office ("USPTO") to register the Mark in International Class 14, in which Sterling was mistakenly listed as the applicant;

WHEREAS, Sterling and Catfish agree and acknowledge that Catfish was and is the true owner of the Mark and should have been listed as the applicant in the Application;

WHEREAS, the parties further agreed that upon the Application maturing to registration, the parties would enter into an assignment transferring the Application and resulting registration to Catfish and such assignment would be filed with the USPTO thereby listing Catfish as the true and correct owner of the registration; and

WHEREAS, the Application matured to registration on September 8, 2009, and was issued Registration Number 3,678,429 ("Registration").

NOW, THEREFORE, in consideration of the promises and covenants set forth in the License Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, Sterling hereby assigns to Catfish, its successors and assigns, all right, title and interest in and to the Application and Registration and all right, title and interest it may have accrued, if any, in and to the Mark, together with the goodwill symbolized by said Mark.

Sterling further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as Catfish and its successors and assigns may, from time to time, reasonably request to effect fully this Assignment and to permit Catfish to be duly recorded as the registered owner of the Mark worldwide.

Notwithstanding the fact that the Registration was issued in Sterling's name, Sterling hereby acknowledges and agrees that, as between Sterling and Catfish, Catfish has always been and will always be the sole owner of all right, title and interest in and to the Mark.

This Assignment shall be binding upon and shall inure to the benefit of Sterling and Catfish and their respective successors and assigns. The parties agree that this Assignment may be recorded with the USPTO as well as any equivalent governmental authority in any other jurisdiction throughout the world.

ACCEPTED AND AGREED TO:

Sterling Jewelers Inc.

By: 

Its: ROBERT D. TRABUCCO  
EXECUTIVE VICE PRESIDENT

Catfish Productions, Inc.

By: 

Its: President