

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
Sterling Jewelers Inc.		11/01/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Catfish Productions, Inc.		
Street Address:	24800 Pacific Coast Highway		
City:	Malibu		
State/Country:	CALIFORNIA		
Postal Code:	90265		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77841839	PEACE, LOVE AND AN OPEN HEART	
Registration Number:	3715122	IF YOUR HEART IS OPEN, LOVE WILL ALWAYS FIND ITS WAY IN.	
CORRESPONDENCE DATA			
Fax Number:	(310)553-0687		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-553-3610		
Email:	ipmail@greenbergglusker.com		
Correspondent Name:	Jesse Saivar		
Address Line 1:	1900 Avenue of the Stars, 21st Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	13190.03		
NAME OF SUBMITTER:	Jesse Saivar		
Signature:	/Jesse Saivar/		

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**TRADEMARK
 REEL: 004180 FRAME: 0763**

Date:

04/06/2010

Total Attachments: 2

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ASSIGNMENT

This assignment agreement ("Assignment"), dated as of November 1, 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 (the "License Agreement"), pursuant to which Catfish agreed, among other things, to license to Sterling the right to use Catfish's trademarks, including any new marks derived from such marks, and the name, image and likeness of Catfish's principal Jane Seymour in connection with the manufacture, marketing and distribution of jewelry products;

WHEREAS, on May 1, 2009, Sterling filed U.S. Application No. 77/727,118 with the United States Patent and Trademark Office ("USPTO") to register the mark IF YOUR HEART IS OPEN, LOVE WILL ALWAYS FIND ITS WAY IN. in International Class 14, which was registered on November 24, 2009 and issued registration no. 3,715,122 (the aforementioned mark shall be referred to as the "Registered Mark" and its registration shall be referred to as the "Registration");

WHEREAS, on October 5, 2009, Sterling filed U.S. Application No. 77/841,839 (the "Application") with the USPTO to register the mark PEACE, LOVE AND AN OPEN HEART in International Class 14, which application is still pending (the "Pending Mark");

WHEREAS, the Application mistakenly lists Sterling as the applicant and owner of the Pending Mark and the Registration mistakenly lists Sterling as the registrant and owner of the Registered Mark;

WHEREAS, Sterling and Catfish agree and acknowledge that Catfish was and is the true owner of the Pending Mark and Registered Mark (collectively, the "Marks") and should have been listed as owner of the Marks in the Application and Registration; and

WHEREAS, the parties agreed to correct the above-referenced mistake by entering into this Assignment and filing it with the USPTO so that the Application and Registration will correctly list Catfish as the true and correct owner of the Marks.

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 Marks, together with the goodwill symbolized by said Marks.

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 Marks worldwide.

Notwithstanding the fact that the Application and Registration were 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 Marks.

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: [Signature]

Its: V.P. & SECRETARY

Catfish Productions, Inc.

By: [Signature]

Its: [Signature]