

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
The Morgan Mint, Inc.		06/09/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	The Franklin Mint, LLC
Street Address:	1 Parker Plaza, 15th Floor
City:	Fort Lee
State/Country:	NEW JERSEY
Postal Code:	07024
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1528440	FMPM
Registration Number:	1586914	PRECISION MODELS
Registration Number:	0902334	EYEWITNESS
Registration Number:	0908205	FM
Registration Number:	0919701	FM
Registration Number:	0920988	THE FRANKLIN MINT
Registration Number:	1206330	FRANKLIN HEIRLOOM DOLLS
Registration Number:	1747147	TESORI
Registration Number:	1253990	THE FRANKLIN MINT GALLERY
Registration Number:	0989596	THE FRANKLIN MINT
Registration Number:	1007864	THE FRANKLIN LIBRARY

CORRESPONDENCE DATA

Fax Number: (561)659-6313
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900161383

**TRADEMARK
 REEL: 004199 FRAME: 0335**

CH \$290.00 1528440

Phone: (561) 653-5000
Email: kendra.waterman@akerman.com
Correspondent Name: Mark D. Passler, Akerman Senterfitt
Address Line 1: 222 Lakeview Avenue, 4th Floor
Address Line 4: West Palm Beach, FLORIDA 33401

ATTORNEY DOCKET NUMBER:	10196-1 (228072)
NAME OF SUBMITTER:	Mark D. Passler
Signature:	/Mark D. Passler/
Date:	05/05/2010

Total Attachments: 5
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ASSIGNMENT OF INTANGIBLE RIGHTS

This ASSIGNMENT OF INTANGIBLE RIGHTS (this "Assignment"), dated as of June 9, 2009, is entered into by and between **The Morgan Mint, Inc.**, a New York corporation (the "Assignor"), and **The Franklin Mint, LLC**, a Delaware limited liability company (the "Assignee").

PRELIMINARY STATEMENT

This Assignment is executed and delivered pursuant to the terms of the Asset Purchase Agreement, dated as of the date hereof, to which the Assignor, the Assignee, The Franklin Mint, Inc., and JSSI Capital Enterprises, LLC are parties (the "Agreement"), and pursuant to which the Assignor has agreed to assign to the Assignee all of the Assignor's rights, title and interests in and to the Intangible Rights (as defined below).

AGREEMENT

In consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

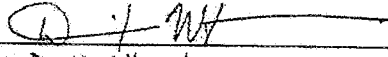
1. Assignment. The Assignor hereby assigns, delivers and sets over unto the Assignee all of the rights, title and interests of the Assignor and its successors and assigns in and to any and all Intangible Rights, as defined in Section 3.15 of the Agreement. The Assignor hereby warrants that it is the true and lawful owner of the Intangible Rights and that the Intangible Rights are free and clear of any Liens of any kind.
2. Further Assurances. The Assignor shall, at no expense to the Assignor, execute and deliver to the Assignee all such further instruments, assignments, assurances and other documents as the Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in the Assignee all rights in and to the Intangible Rights.
3. Definitions. All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
4. Counterparts. This Assignment may be executed in counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
5. Conflict. All of the terms and provisions of this Assignment are binding upon the Assignor and its successors and assigns and will inure to the benefit of the Assignee and its successors and assigns. Notwithstanding the foregoing, no provision of this Assignment shall in any way waive, diminish or limit the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of the Assignor) set forth in the Agreement, this Assignment being intended solely to effect the transfer of the Intangible Rights in accordance with the Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall prevail and govern.

[Signatures on next page.]

(M2816459;2)

IN WITNESS WHEREOF, each of the parties has caused this instrument to be executed in its name and delivered by a duly authorized officer, on the date first above written.

THE FRANKLIN MINT, LLC

By: 
Name: *David Nuttall*
Title: *Authorized Signatory*

THE MORGAN MINT, INC.

By: _____
Name: _____
Title: _____

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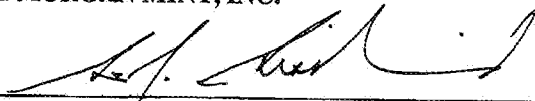
[Signature page to The Morgan Mint, Inc. Assignment of Intangible Rights.]

IN WITNESS WHEREOF, each of the parties has caused this instrument to be executed in its name and delivered by a duly authorized officer, on the date first above written.

THE FRANKLIN MINT, LLC

By: _____
Name:
Title:

THE MORGAN MINT, INC.

By: 
Name: STEVEN J. SISKIND
Title: CEO

{M2816459;2}

[Signature page to The Morgan Mint, Inc. Assignment of Intangible Rights.]

Schedule 3.15

Intangible Rights/Intellectual Property

Domestic Trademarks

1. FM Monogram-Reg. No. 822521 -Expired & filed renewal
2. FMPM-Reg. No. 1528440- Expired & filed renewal
3. The Franklin Mint-Reg. No. 871805- Expires 6/24/2009
4. The Franklin Mint-Reg. No. 873945- Expires 7/29/2009
5. The Franklin Mint-Reg. No. 875401-Expires 8/19/2009
6. Franklin Mint Precision Models-Reg. No. 1558177- Expires 9/26/2009
7. Precision Models-Reg. No. 1586914-Expires 3/3/2010
8. Eyewitness-Reg. No. 902334- Expires 11/10/2010
9. FM-Reg. No. 908205-Expires 2/16/2011

10. Eyewitness Medal-Reg. No. 918646- Expires 8/17/2011
11. FM-Reg. No. 919701- Expires 9/7/2011
12. The Franklin Mint-Reg. No. 920988- Expires 9/28/2011
13. Franklin Heirloom Dolls-Reg. No. 1206330- Expires 8/24/2012
14. Tesori-Reg. No. 1747147- Expires 1/19/2013
15. The Franklin Mint Gallery-Reg. No. 1253990- Expires 10/11/2013
16. The Franklin Mint-Reg. No. 989596- Expires 7/30/2014
17. The Franklin Library-Reg. No. 1007864- Expires 4/1/2015