

06-22-2010

Form PTO-1594

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office



103600253

Attached original documents or copy thereof.

5/27/10

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To the Honorable Commissioner c

1. Name of conveying party(ies):

L. Congress, Inc.

- Individual(s)
- General Partnership
- Corporation-State Florida
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Sale by Order US Bankruptcy Court SD NY
- Merger
- Change of Name

Execution Date: November 25, 2009

2. Name and address of receiving party(ies):

Name: S. Congress Fine Jewelers, LLC

Internal Address: _____

Street Address: 1990 Sunrise Circle

City: Sanibel Island State: FL ZIP: 33957

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Limited Liability Company - Florida

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,171,220

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John N. Jennison

Internal Address: _____

Jennison & Shultz, P.C.

Street Address: _____

2001 Jefferson Davis Hwy., Suite 1102

City: Arlington State: VA ZIP: 22202

6. Total Number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41):\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: Charge
503210

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John N. Jennison

Name of Person Signing

Signature

May 27, 2010

Date

Total number of pages comprising cover sheet:

1

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	: Chapter 11 Case No.
	: :
FINLAY ENTERPRISES, INC., <i>et al.</i> ,	: 09-14873 (JMP)
	: :
Debtors.	: (Jointly Administered)
	: :
-----X	

ORDER PURSUANT TO SECTIONS 105(a), 363 AND 365 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 6004, 6006 AND 9014 AUTHORIZING (A) THE SALE OF ASSETS, FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS AND (B) ASSUMPTION AND ASSIGNMENT OF NONRESIDENTIAL LEASES OF REAL PROPERTY

Upon the motion dated August 6, 2009 (the "Motion") (Docket No. 54), of Finlay Enterprises, Inc. and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (together, "Finlay" or the "Debtors"), pursuant to sections 105, 363 and 365 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), seeking, among other things, entry of an order (the "Bidding Procedures Order") approving procedures (the "Bidding Procedures") in connection with the sale of substantially all of the Debtors' assets subject to higher and better offers received at an auction; and the Court having entered the Bidding Procedures Order on August 20, 2009 (Docket No. 120); and an order having been entered on September 25, 2009 authorizing the Debtors to (i) enter into an agency agreement with Gordon Brothers Retail Partners, LLC ("Gordon Brothers") providing for (among other things) the liquidation of substantially all of the Debtors' merchandise at 49 of their 107 retail locations, and (ii) assume a prepetition agreement with Gordon Brothers providing for the liquidation of the merchandise located in the Debtors' 58 other retail locations (D.I. 262); and the

Debtors having filed and served a *Notice of (I) Proposed Sale of Assets Including (A) Furniture, Fixtures and Equipment, (B) Information Technology, (C) Intellectual Property, and (D) Unexpired Leases of Real Property, (II) Auction Date, and (III) Proposed Sale Hearing Date* (Docket No. 304) on October 15, 2009, announcing an auction (the "Auction") for the Debtors' remaining assets (the "Auction Notice"); and the Debtors having filed and served a *Notice of Adjournment of (i) Proposed Sale of Assets Including (A) Furniture, Fixtures, and Equipment, (B) Information Technology, (C) Intellectual Property, and (D) Unexpired Leases of Real Property, (ii) Auction Date and (iii) Proposed Sale Hearing Date* (Docket No. 330) on October 27, 2009, rescheduling the Auction for November 4, 2009 (the "Notice of Auction Adjournment"); and the Debtors having filed and served a *Notice of Adjournment of November 10, 2009 Hearing* (Docket No. 351) (the "Notice of Sale Hearing Adjournment") adjourning the hearing to consider the results of the Auction until November 12, 2009 (the "Sale Hearing"); and the Debtors having conducted the Auction; and the Debtors having determined that each of the purchasers set forth on Exhibit "A" (each a "Purchaser" and collectively the "Purchasers") submitted the highest or otherwise best bid for the assets described therein (collectively, the "Assets"); and objections to the proposed sales to certain of the Purchasers having been submitted by Zale Corporation (Docket No. 362) and Windsor Jewelers, Inc. (Docket No. 368) (together, the "Objections"); and the Court having held the Sale Hearing; and the Court having reviewed the Auction Notice, the Notice of Auction Adjournment, and the Notice of Sale Hearing Adjournment; and the Court having determined that due notice of the Auction and the Sale Hearing have been given, and no other or further notice need be provided; and it now appearing that based upon the evidence presented at the Sale Hearing and the record of these cases, just cause for the relief granted herein exists and that the relief requested is in the best

interests of the Debtors and their estates; and after due deliberation and sufficient cause appearing therefor:

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. The Court has jurisdiction to consider the relief requested pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper under 28 U.S.C. §§ 1408 and 1409.

C. The statutory predicates for the relief sought are sections 105, 363 and 365 of the Bankruptcy Code, and Rules 2002, 6004, 6006 and 9014 of the Bankruptcy Rules.

D. As evidenced by the affidavits of service and publication previously filed with the Court (i) due, proper, timely, adequate and sufficient notice of the Motion, the Auction, and the Sale Hearing have been provided to all persons entitled thereto in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9014, and the Bidding Procedures Order, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Auction, or the Sale Hearing is or shall be required.

E. The transactions set forth on Exhibit "A" (each a "Sale" and collectively the "Sales") were negotiated and have been and are undertaken by the Debtors and the Purchasers at arms'-length, without collusion or fraud, and in good faith within the meaning of

section 363(m) of the Bankruptcy Code. The Auction was conducted in accordance with the Bidding Procedures Order, and the Purchasers were the highest or otherwise best bidders for the assets on which they bid. The Auction was conducted in good faith within the meaning of section 363(m) of the Bankruptcy Code. Each of the Purchasers has proceeded in good faith in all respects in connection with this proceeding, and the Debtors and each of the Purchasers are entitled to the protections of section 363(m) of the Bankruptcy Code.

F. The Debtors are the sole and lawful owners of the Assets. The transfer of the Assets to the Purchasers will be legal, valid, and effective transfers of the Assets, and will vest the respective purchasers with all right, title, and interest of the Debtors to the Assets free and clear of all interests in the Assets, including, but not limited to, all liens, claims, and security interests (collectively, "Interests"), with all such Interests attaching to the proceeds of each Sale in the same order of priority and with the same force and effect as such Interests enjoyed with respect to the Assets.

G. The Debtors may sell the Assets free and clear of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Interests in any Assets which did not object, or which withdrew their objections, to the Sales are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Interests in any Assets who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests, if any, attach to the proceeds of each Sale ultimately attributable to the Assets against or in which they claim an Interest.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. The Motion is granted, as further described herein, and each of the Sales set forth on Exhibit "A" is approved on the terms and conditions set forth herein.
2. To the extent any Objections or responses were not otherwise withdrawn, waived, or settled in accordance with the terms of this Order, they, and all reservations of rights (except as set expressly forth herein) or relief requested therein, are expressly overruled and denied.
3. Pursuant to section 363(b) of the Bankruptcy Code and the terms of this Order, the Debtors shall sell, and each of the Purchasers shall purchase, the Assets that are the subject of each Purchaser's bid, free and clear of all Interests of any kind or nature whatsoever, with all such Interests of any kind or nature whatsoever to attach to the Sale Proceeds in the order of their priority, and with the same validity, force and effect which they now have as against the Assets, subject to any claims and defenses the Debtors may possess with respect thereto.
4. The Debtors are authorized to take all further actions and execute such documents as may be reasonably requested by any Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser or reducing to possession, such Purchaser's Assets or otherwise consummating the sale transactions that are the subject of this Order.
5. Title to the Assets shall immediately pass, and any executory contracts or unexpired leases shall be deemed assigned, only upon the Debtors' receipt of payment in full from the applicable Purchaser (inclusive of any purchase money deposits previously provided by such Purchaser); provided, however, that any Purchaser of any of the Debtors' furniture, fixtures

and equipment shall only receive title to such Assets upon (i) ten (10) days' written notice to the applicable Purchaser from the Debtors, but in no event later than February 28, 2010, and (ii) receipt by the Debtors of the applicable purchase price for such furniture, fixtures and equipment. 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' interest in the Assets, provided that title has passed in accordance with paragraph 5 hereof.

6. The consideration set forth on Exhibit "A," less any deposit amount previously remitted to the Debtors, shall be remitted to the Debtors no later than ten (10) days from the date of this Order, without reduction of any sort; provided, however, that Helzberg's Diamond Shops, Inc. and Ben Bridge Jewelers, Inc. (collectively, "Helzberg's"), shall not be required to close and remit payment to the Debtors until a Consumer Privacy Ombudsman has issued its findings and the Court has had an opportunity to review such findings and issue any rulings that are appropriate, as set forth in paragraph 8 of this Order, and provided that such Consumer Privacy Ombudsman's report or Court order does not (i) impose a need for or require the payment of additional cash amounts, or the incurrence of additional material costs, by Helzberg's in order for Helzberg's to be able to use the customer lists to be acquired pursuant to this Order for the intended purpose of marketing and selling their products and services to the individuals on such customer lists, or (ii) materially impact Helzberg's ability to use in a commercially reasonable manner the customer lists to be acquired pursuant to this Order for the intended purpose set forth above.

7. Each and every federal, state, and local governmental agency or department is hereby directed to accept this Order as effecting change of title to the Debtors' assets as reflected herein without any further act, order or document. The Debtors are authorized

to execute any and all documents and instruments necessary and appropriate to consummate the transactions contemplated herein.

8. The Sales to Adamas Partners, LLC, S. Congress Fine Jewelers, LLC, Helzberg's Diamond Shops, Inc. and Ben Bridge Jewelers, Inc., and Hamilton Jewelers Insignia and Corporate Gifts, LLC, include the transfer of "Personally Identifiable Information" (as defined in Bankruptcy Code section 101(41A)). The U.S. Trustee is directed to appoint a Consumer Privacy Ombudsman under Bankruptcy Code sections 332 and 363(b)(1). The transfer of Personally Identifiable Information shall not be effective until a Consumer Privacy Ombudsman is appointed, issues its findings, and the Court has an opportunity to review the findings and issue any rulings that are appropriate.

9. This Court retains exclusive jurisdiction with regard to all matters, claims, rights, issues or disputes arising from or related to the implementation of this Order and the relief provided for herein and to enforce and implement the terms and provisions of the Sales, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the proceeds of the Sales or performance of other obligations owed to the Debtors, (b) resolve any disputes arising under or related to the Sales, and (c) interpret, implement, and enforce the provisions of this Order.

10. The transactions described herein are undertaken by each of the Purchasers in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sales shall not affect the validity thereof, any term or condition of such Sales or the transactions contemplated thereby. In the absence of any person or entity obtaining a stay

pending appeal, the Debtors and the Purchasers are authorized to consummate the Sales.

Therefore, each Purchaser shall be afforded the protections of section 363(m) of the Bankruptcy Code as to all aspects of the Sales if this Order or any authorization contained herein is reversed or modified on appeal.

11. The consideration provided by each Purchaser is (i) fair and reasonable and may not be avoided under Bankruptcy Code section 363(n), and (ii) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act and under the laws of the United States.

12. All entities that are presently, or on the closing date of each transaction may be, in possession of some or all of the Assets in which the Debtors hold an interest hereby are directed to surrender possession of the Assets either to the Debtors or the applicable Purchaser, as directed by the Debtors.

13. The terms and provisions of this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, each Purchaser, and their respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting an Interest in the Assets, notwithstanding any subsequent appointment of any trustee(s), party, entity or other fiduciary under any section of any chapter of the Bankruptcy Code.

14. The provisions of this Order and any actions taken pursuant hereto shall survive entry of any order which may be entered confirming or consummating any plan of reorganization or liquidation of the Debtors, or which may be entered converting the Debtors' cases from chapter 11 to chapter 7 of the Bankruptcy Code, and the rights and interests granted pursuant to this Order shall continue in this or any superseding case and shall be specifically

performable and enforceable against and binding upon the Debtors, their estates, the Purchasers and their respective successors and permitted assigns, including any trustee, responsible officer or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code, and shall not be subject to rejection, revocation or avoidance.

15. Notwithstanding the provisions of Interim Bankruptcy Rule 6004(h) and Bankruptcy Rule 6006(d), this Order shall not be stayed for ten days after the entry hereof, but shall be effective and enforceable immediately upon issuance hereof. Time is of the essence in closing the Sales. Any party objecting to this Order must exercise due diligence in filing an appeal and pursuing a stay, or risk its appeal being foreclosed as moot.

16. The provisions of this Order are nonseverable and mutually dependent.

17. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

Assumption and Assignment of Executory Contracts and Unexpired Leases

18. The Debtors' assumption of the executory contracts and unexpired leases listed on Exhibit "B" hereto (the "Assumed Contracts") and assignment to the Purchasers listed thereon shall not be effective except upon further order of this Court; provided, however, that the following Assumed Contract counterparties have consented to the assumption and assignment of the Assumed Contract set forth on Exhibit "B" to which they are a counterparty, and accordingly the assumption of such Assumed Contracts is hereby approved, and the requirements of sections 365(b)(1), 365(b)(3) (to the extent applicable) and 365(f)(2) of the Bankruptcy Code with respect thereto are deemed satisfied: (i) Periwinkle Place, Inc., as lessor under that certain Periwinkle Place Lease Agreement dated as of July 15, 1996, for the real property currently

occupied by the L. Congress, Inc. Sanibel, Florida store; (ii) Forbes/Cohen Florida Properties Limited Partnership, as lessor under that certain Lease Agreement dated as of August 13, 2004, for the real property currently occupied by Bailey Banks & Biddle store number 12244 (The Gardens); and (iii) Somerset Collection Limited Partnership, as lessor under that certain Lease Agreement dated as of September 1, 2005, for the real property currently occupied by Bailey Banks & Biddle store number 12245 (Somerset) (the Assumed Contracts specified in (i) through (iii) herein, collectively, the "Approved Assumed Contracts").

19. The Court hereby approves the sale of designation rights to Adamas Partners, LLC for the leases set forth on Exhibit "B" for which Adamas is the designated assignee.

20. The cure amounts listed on Exhibit "B" are the true, correct, final and fixed amounts, and only amounts, that are required to be paid upon assumption of the Approved Assumed Contracts pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, and each Purchaser is directed to pay such amounts under sections 105, 363(b) and 365 of the Bankruptcy Code upon assumption of such Approved Assumed Contracts. The Cure Amounts shall not be subject to further dispute or audit (except as otherwise has been or may be agreed to in a signed writing between the Debtors and the lease counterparty), including any based on performance prior to the time of assumption, assignment and sale, irrespective of whether such Approved Assumed Contract contains an audit clause. The payment of the applicable Cure Amounts (if any) shall (a) effect a cure of all monetary and nonmonetary defaults existing under the Approved Assumed Contracts as of the date of assumption and assignment, (b) compensate for any actual pecuniary loss to such non-Debtor party resulting from such default, and (c) together

with the assumption of the Approved Assumed Contracts by the Debtor, constitute adequate assurance of future performance thereof.

21. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, each non-Debtor party to an Approved Assumed Contract hereby is forever barred, estopped, and permanently enjoined from raising or asserting against the Debtors, the applicable Purchaser, the applicable Purchaser's designees, their affiliates or the property of any of them: (i) any fee, monetary or nonmonetary default, breach, claim, pecuniary loss, liability or obligation (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinate) arising under or related to the Approved Assumed Contract existing as of the date of assumption and assignment or arising by reason of the Closing (other than the Cure Amounts or such other amount as has been or may be agreed to in a signed writing between the Debtors and the lease counterparty), including without limitation any tenant improvement obligations, recoupment rights with respect to tenant improvement payments, rent, percentage rent, common area charges, real estate taxes or utilities or other charges owing under the Approved Assumed Contract (including any amounts owed to landlords pursuant to any "true-up" provisions with respect to any of the foregoing for any portion of the current lease year which elapsed prior to the assignment), and (ii) any condition to assignment or objection to the assumption and assignment of such non-Debtor party's Approved Assumed Contracts.

Dated: New York, New York
November 25, 2009

s/ James M. Peck
Honorable James M. Peck
United States Bankruptcy Judge

Exhibit A

The Sales

Purchaser	Assets	Consideration
Gordon Brothers Retail Partners, LLC	<ul style="list-style-type: none"> • FF&E at each of the Debtors' retail locations set forth on Schedule I hereto • Right to dispose of FF&E in (i) corporate headquarters located at 529 Fifth Avenue, New York, NY, (ii) Debtors' offices in Bonita Springs, Florida, and (iii) distribution center in Orange, Connecticut (excluding conveyor system located therein) in exchange for 25% commission for sales (net of sales taxes and expenses) 	<p>\$840,000 (in addition to net proceeds from FF&E to be sold on commission basis)</p>
Adamas Partners, LLC	<ul style="list-style-type: none"> • The exclusive rights to acquire or to market and sell or assign, and to designate the ultimate buyer or assignee of, all of the Debtors' rights, title and interests in and to the 14 store leases and the lease for the Ned Cohen Service Center for which Adamas is listed as the assignee on Exhibit "B," including security and other deposits related thereto, prepaid rent, and other deposits under such leases • The parties shall agree in good faith to ordinary and customary designation rights that do not require the Debtors to incur or satisfy any administrative expense claims • All furniture, fixtures and equipment ("FF&E") located in the leased 	<ul style="list-style-type: none"> • \$25,000 cash • Assumption of not less than \$625,000 and not more than \$650,000 in total of liabilities for severance and paid time off due to the Debtors' employees hired by Adamas, and up to \$40,000 in cure costs on assumed leases • To the extent assumed liabilities are less than \$625,000, Adamas shall pay the difference between the amount of assumed liabilities and \$625,000 to the Debtors in cash • Adamas shall post \$250,000 in cash to secure its obligation to fund the assumed liabilities • Adamas and the Debtors shall enter into a two-year lease, at market rent, for the Carlyle headquarters in Greensboro,

¹ Sale of customer lists is subject to ombudsman's report.

Purchaser	Assets	Consideration
	<p>premises described herein, and all structures and improvements owned by the Debtors therein, regardless of whether title to such FF&E, structures, or improvements are subject to reversion to the landlord or other third party upon the expiration or termination of the lease, and all tools, spare parts, and supplies in the service center</p> <ul style="list-style-type: none"> • FF&E at Carlyle headquarters in Greensboro, NC • Intellectual property of Carlyle & Co. Jewelers LLC (exclusive of customer list), as set forth on Schedule 2 hereto, as well as intellectual property of Park Promenade, LLC, and J.E. Caldwell & Co. • Park Promenade, LLC, and J.E. Caldwell & Co. customer lists¹ • Carlyle & Co. Jewelers LLC information technology, including software • All of the Debtors' rights, title and interests in the fixtures to be manufactured and installed by Designer Showcases Int'l in Store No. 231 in Nashville, TN • Holiday decorations used at the leased premises to be assumed and assigned to Adamas • All books and records with respect to purchased assets or assumed leases, 	<p>NC, with a right of first refusal in favor of Adamas</p> <ul style="list-style-type: none"> • The Debtors shall have a "put right" during the term of the two-year lease, pursuant to which the Debtors will be entitled to sell, and Adamas shall be obligated to purchase, the Carlyle headquarters for \$625,000 • Adamas shall provide all bookkeeping and clerical (but not professional) services reasonably requested by the Debtors necessary for the wind-down of the Debtors' estates from the date employees or assets are transferred to Adamas until March 31, 2010, at no cost to the Debtors, and any dispute shall be subject to the jurisdiction of the Bankruptcy Court • A non-exclusive royalty-free license shall be granted by Adamas to the purchaser of the Daughters of the American Revolution Business, allowing such purchaser to use the Caldwell name solely in the operation of the Daughters of the American Revolution Business until the termination date of the contract with the National Society Daughters of the American Revolution • Adamas or its designee shall be responsible for all cure costs, up to a cap of \$40,000, relating to the

Purchaser	Assets	Consideration
	<p>including personnel files for employees hired by Adamas</p> <ul style="list-style-type: none"> • Adamas shall have reasonable access prior to closing to the Debtors' employees working in the home office service center or stores to be assigned to Adamas, landlords, vendors and the premises to be assumed and assigned to Adamas, on advance notice to and consent by the Debtors • The Debtors will remain current on all postpetition administrative expenses arising under the Adamas Leases until the earlier of (i) the date such lease is assumed and assigned, (ii) five business days after the termination of the Gordon Brothers sale at such location, or (iii) the end of the Election Notice Period • The Debtors will provide ten days' notice of the termination of the Gordon Brothers sale at any location that is the subject of an Adamas Lease (the "Election Notice Period") • The Debtors will not reject, modify, extend, amend, or terminate an Adamas Lease until the expiration of the Election Notice Period, absent Adamas' 	<p>assumption of an Adamas Lease by Adamas or its designee, and Adamas or its designee shall be responsible for providing adequate assurance of future performance with respect to such lease</p>

Purchaser	Assets	Consideration
S. Congress Fine Jewelers, LLC	consent <ul style="list-style-type: none"> • FF&E at L. Congress, Inc. Sanibel, FL store • Assumption and assignment of underlying lease, as set forth on Exhibit "B" • Intellectual property of L. Congress, Inc., as set forth on Schedule 3 hereto • The L. Congress, Inc. customer list² 	\$125,000: \$25,000 in cash, as well as S. Congress assumption of severance and PTO liabilities to employees in the Sanibel, FL store. To the extent such liabilities are less than \$100,000, S. Congress shall pay the Debtors the difference in cash.
Murphy Jewelers	<ul style="list-style-type: none"> • FF&E at Carlyle & Co. Jewelers LLC store no. 315 (Saucon Valley) • Assumption and assignment of underlying lease, as set forth on Exhibit "B" 	\$47,000
Fink's Jewelers, Inc.	<ul style="list-style-type: none"> • FF&E at Bailey, Banks & Biddle store no. 12513 (Tyson's Corner) 	\$36,000
General Growth Properties	<ul style="list-style-type: none"> • FF&E at Bailey, Banks & Biddle store no. 12360 (Shops at La Cantera) 	\$35,279 (waiver of \$30,179 of rent and other charges for the month of December 2009, and \$5,100 cash)
Grovberg Jewelers	<ul style="list-style-type: none"> • FF&E at Carlyle & Co. Jewelers LLC store no. 307 (Wilmington) and Bailey, Banks & Biddle store no. 1257 (Beachwood) 	\$35,000 (\$15,000 for Wilmington store and \$20,000 for Beachwood store)
The Forbes Company	<ul style="list-style-type: none"> • FF&E at Bailey, Banks & Biddle store nos. 12244 (The Gardens) & 12245 (Somerset) • Assumption and assignment of underlying leases, as set forth on Exhibit "B" 	\$31,500 (waiver of \$12,500 of rent and other charges for the month of December 2009 for store no. 12244, waiver of \$9,000 of rent and other charges for the month of December 2009 at store no. 12245, and \$5,000 cash for FF&E at each location)

² Sale of customer lists is subject to ombudsman's report.

Purchaser	Assets	Consideration
<p>Synergies, Corp., or its designee</p>	<ul style="list-style-type: none"> All intellectual property of Bailey, Banks & Biddle (exclusive of customer lists) or used by the Debtors in connection with the Bailey, Banks & Biddle business, including, but not limited to, the intellectual property set forth on Schedule 4 hereto and all assets used by the Debtors in connection with the Bailey, Banks & Biddle e-commerce business, including, but not limited to, all hardware and software dedicated to such business 	<p>\$555,000</p>
<p>Helzberg's Diamond Shops, Inc. and Ben Bridge Jewelers, Inc.</p>	<ul style="list-style-type: none"> Bailey, Banks & Biddle ("<u>BBB</u>") and Carlyle & Co. Jewelers LLC ("<u>CCJ</u>") customer lists (with there being approximately 1,800,000 BBB and 700,000 CCJ names and addresses, to be delivered no later than January 29, 2010, with such lists to include: names, mailing addresses, telephone numbers, any available email addresses, and transaction information (including store locations, transaction dates, transaction amounts, LOT and SKU descriptions) in a file layout format describing the field and the field length with a fixed length format³ The Debtors shall deliver to Helzberg's 	<p>\$310,000</p>

³ Sale of customer lists is subject to ombudsman's report.

Purchaser	Assets	Consideration
Hamilton Jewelers Insignia and Corporate Gifts, LLC	<p>a bill of sale</p> <ul style="list-style-type: none"> The assets of the Daughters of the American Revolution Business other than inventory, set forth in more detail on Schedule 5⁴ Assumption and assignment of contract with National Society Daughters of the American Revolution, as set forth on Exhibit "B" Assumption and assignment of office lease for space located at 215 S. Broad St., Philadelphia, PA, as set forth on Exhibit "B" A non-exclusive royalty-free license shall be granted by Adamas to Hamilton, allowing Hamilton to use the Caldwell name solely in the operation of the Daughters of the American Revolution Business until the termination date of the contract with the National Society Daughters of the American Revolution 	\$52,000
Reno Retail Company, L.L.C.	<ul style="list-style-type: none"> Lease termination for lease for Bailey, Banks & Biddle store no. 12423 (Summit Sierra) 	Credit bid of \$1,000 of prepetition claim

⁴ Sale of customer lists is subject to ombudsman's report.

Schedule 3

L. Congress, Inc. Intellectual Property

L. CONGRESS INC.
CURRENT INTELLECTUAL PROPERTY

<u>NAME</u>	<u>STATE/ COUNTRY</u>	<u>REGISTRATION OR SERIAL NO.</u>	<u>DATE FILED DATE ISSUED</u>	<u>DECLARATION OF USE/ RENEWAL DUE</u>
C (and design)	U.S.A.	TM Reg. #2,171,220	05/19/97	07/07/18
LARGE FLYING PELICAN	U.S.A.	VA-788-463	04/11/96	(75 years unrenewable)
LARGE MANATEE	U.S.A.	VA-788-470	04/11/96	
MOTHER & BABY MANATEE	U.S.A.	VA-792-321	04/11/96	
SANIBEL SANDALS	U.S.A.	VA-900-452	05/15/98	
SANIBEL BEACH BUCKET	U.S.A.	VA-939-871	09/21/98	
SANIBEL SANDALS BRACELET	U.S.A.	VA-1-066-215	10/02/00	
SMALL LEAF FROG EARRINGS	U.S.A.	VA-1-074-241	11/29/00	
MEDIUM LEAF FROG PENDANT	U.S.A.	VA-1-074-242	11/29/00	
LARGE FROG RING	U.S.A.	VA-1-074-243	11/29/00	
	U.S.A.	VA-1-074-244	11/29/00	
SMALL CHAIR w/UMBRELLA	U.S.A.	VA-1-074-245	11/29/00	
LARGE CHAIR w/UMBRELLA	U.S.A.	VA-1-074-246	11/29/00	
HANGING GIRL FROG PENDANT	U.S.A.	VA-1-074-247	11/29/00	
HANGING BOY FROG PENDANT	U.S.A.	VA-1-074-248	11/29/00	
LEAF FROG PENDANT	U.S.A.	VA-1-074-249	11/29/00	
URCHIN BRACELET	U.S.A.	VA-1-075-233	12/26/00	
SMALL GECKO PENDANT	U.S.A.	VA-1-075-234	12/26/00	
LARGE GECKO PENDANT	U.S.A.	VA-1-075-235	12/26/00	
GECKO BRACELET	U.S.A.	VA-1-075-236	12/26/00	
GECKO EARRINGS	U.S.A.	VA-1-075-237	12/26/00	
SANIBEL HAT	U.S.A.	VA-1-092-426	05/17/01	
TRIPLE STARFISH RING	U.S.A.	VA-1-092-427	05/17/01	
TRIPLE SAND DOLLAR RING	U.S.A.	VA-1-092-428	05/17/01	
NATURAL FROG	U.S.A.	VA-1-095-686	04/25/01	
UPSIDE DOWN FROG	U.S.A.	VA-1-095-687	04/25/01	
ONE HANDLER HANGING BOY FROG	U.S.A.	VA-1-095-688	04/25/01	
GIRL FROG ON A SWING	U.S.A.	VA-1-095-689	04/25/01	
SWIM TRUNKS	U.S.A.	VA-1-208-904	07/11/03	
FROG TAHITIAN PEARL EARRINGS	U.S.A.	VA-1-208-905	07/11/03	
DRAGONFLY ON FLOWER PENDANT	U.S.A.	VA-1-281-204	10/27/04	
BUTTERFLY EARRINGS	U.S.A.	VA-1-281-205	10/27/04	
BUTTERFLY ON FLOWER PENDANT	U.S.A.	VA-1-281-206	10/27/04	
JUMPING SAILFISH PENDANT	U.S.A.	VA-1-281-207	10/27/04	

SANIBEL BEACH CHAIR PENDANT	U.S.A.	VA-1-281-208	10/27/04
DRAGONFLY PIN/PENDANT	U.S.A.	VA-1-281-209	10/27/04

Schedule 4

Bailey, Banks & Biddle Intellectual Property

Schedule 5

Daughters of the American Revolution Business Assets

Exhibit B

Assumed Contracts

Schedule 1

Gordon Brothers Retail Partners, LLC Stores

Schedule 2

Carlyle & Co. Jewelers LLC Intellectual Property

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 767 Fifth Avenue
 New York, New York 10153
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 Lori R. Fife
 Shai Y. Waisman

Attorneys for Debtors and
 Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK**

-----x	
In re	: Chapter 11
	: :
FINLAY ENTERPRISES, INC., <u>et al.</u> ,	: Case No. 09-14873 (JMP)
	: :
Debtors.	: (Jointly Administered)
	: :
-----x	

**NOTICE OF FILING OF AMENDED SCHEDULE 3 TO ORDER
 PURSUANT TO SECTIONS 105(a), 363 AND 365 OF THE BANKRUPTCY
 CODE AND BANKRUPTCY RULES 6004, 6005 AND 9014 AUTHORIZING
 (A) THE SALE OF ASSETS, FREE AND CLEAR OF LIENS, CLAIMS,
 ENCUMBRANCES AND OTHER INTERESTS AND (B) ASSUMPTION
AND ASSIGNMENT OF NONRESIDENTIAL LEASES OF REAL PROPERTY**

PLEASE TAKE NOTICE that on November 4, 2009, in accordance with the Bankruptcy Court's Order Pursuant to Sections 105(a), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 6004 and 6006 (I) Approving Procedures in Connection With the Sale of All or Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Enter Into Stalking Horse Agreement In Connection Therewith, (III) Approving the Payment of Stalking Horse Protections, and (IV) Setting Related Auction and Sale Hearing Dates (Docket No.120), Finlay Enterprises, Inc. and its affiliated debtors and debtors in possession (collectively, the "Debtors") conducted an auction for the sale of assets including (a) furniture, fixtures, and equipment, (b) information technology, (c) intellectual property, and (d) unexpired leases of real property at the offices of Weil, Gotshal & Manges LLP.

PLEASE TAKE FURTHER NOTICE that on November 25, 2009, the Bankruptcy Court entered an Order Pursuant to Sections 105(a), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 6004, 6006 and 9014 Authorizing (A) the Sale of Assets, Free and Clear of Liens Claims, Encumbrances and Other Interests and (B) Assumption and Assignment of Nonresidential Leases of Real Property (Docket No. 399) (the "FF&E Sale Order").

PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit A is an amended Schedule 3 to the FF&E Sale Order which is hereby amended to rectify an inadvertent omission of the trade names owned by the Debtor, L. Congress, Inc., from the list of intellectual property assets being purchased by S. Congress Fine Jewelers, LLC pursuant to the FF&E Sale Order.

Dated: December 4, 2009
New York, New York

/s/ Shai Y. Waisman
Lori R. Fife
Shai Y. Waisman
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
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Attorneys for the Debtors
and Debtors in Possession

EXHIBIT A

Amended Schedule 3 to FF&E Sale Order

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L. CONGRESS INC.
CURRENT INTELLECTUAL PROPERTY

<u>NAME</u>	<u>STATE/ COUNTRY</u>	<u>REGISTRATION OR SERIAL NO.</u>	<u>DATE FILED DATE ISSUED</u>	<u>DECLARATION OF USE/ RENEWAL DUE</u>
C (and design)	U.S.A.	TM Reg. #2,171,220	05/19/97	07/07/18
LARGE FLYING PELICAN	U.S.A.	VA-788-463	04/11/96	(75 years unrenewable)
LARGE MANATEE	U.S.A.	VA-788-470	04/11/96	
MOTHER & BABY MANATEE	U.S.A.	VA-792-321	04/11/96	
SANIBEL SANDALS	U.S.A.	VA-900-452	05/15/98	
SANIBEL BEACH BUCKET	U.S.A.	VA-939-871	09/21/98	
SANIBEL SANDALS BRACELET	U.S.A.	VA-1-066-215	10/02/00	
SMALL LEAF FROG EARRINGS	U.S.A.	VA-1-074-241	11/29/00	
MEDIUM LEAF FROG PENDANT	U.S.A.	VA-1-074-242	11/29/00	
LARGE FROG RING	U.S.A.	VA-1-074-243	11/29/00	
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LEAF FROG PENDANT	U.S.A.	VA-1-074-249	11/29/00	
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LARGE GECKO PENDANT	U.S.A.	VA-1-075-235	12/26/00	
GECKO BRACELET	U.S.A.	VA-1-075-236	12/26/00	
GECKO EARRINGS	U.S.A.	VA-1-075-237	12/26/00	
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SWIM TRUNKS	U.S.A.	VA-1-208-904	07/11/03	
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DRAGONFLY ON FLOWER PENDANT	U.S.A.	VA-1-281-204	10/27/04	
BUTTERFLY EARRINGS	U.S.A.	VA-1-281-205	10/27/04	

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BUTTERFLY ON FLOWER PENDANT	U.S.A.	VA-1-281-206	10/27/04
JUMPING SAILFISH PENDANT	U.S.A.	VA-1-281-207	10/27/04
SANIBEL BEACH CHAIR PENDANT	U.S.A.	VA-1-281-208	10/27/04
DRAGONFLY PIN/PENDANT	U.S.A.	VA-1-281-209	10/27/04

In addition, the purchased intellectual property includes all trade names owned by L. Congress, Inc., including the trade name "Congress Jewelers," as well as all common law rights to any intellectual property owned by L. Congress, Inc.