

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
Alex and Ani, LLC		09/28/2012	LIMITED LIABILITY COMPANY: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Carolyn Rafaelian		
Street Address:	2000 Chapel View Boulevard		
Internal Address:	Suite 360		
City:	Cranston		
State/Country:	RHODE ISLAND		
Postal Code:	02920		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3755439	H TOO O	
CORRESPONDENCE DATA			
Fax Number:	4014550701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4014550700		
Email:	trademarks@duffysweeney.com		
Correspondent Name:	Michael F. Sweeney, Esq.		
Address Line 1:	One Financial Plaza		
Address Line 2:	Suite 1800		
Address Line 4:	Providence, RHODE ISLAND 02903		
ATTORNEY DOCKET NUMBER:	ALEX AND ANI - H TOO O		
NAME OF SUBMITTER:	Michael F. Sweeney		

Signature:	/Michael F. Sweeney/
Date:	12/14/2012
Total Attachments: 4 source=Alex and Ani - Assignment of Trademark Agreement#page1.tif source=Alex and Ani - Assignment of Trademark Agreement#page2.tif source=Alex and Ani - Assignment of Trademark Agreement#page3.tif source=Alex and Ani - Assignment of Trademark Agreement#page4.tif	

ASSIGNMENT OF TRADEMARK AGREEMENT

THIS ASSIGNMENT OF TRADEMARK AGREEMENT (the "*Agreement*") dated as of September 28, 2012, from **Alex and Ani, LLC**, a Rhode Island limited liability company ("*Assignor*") to **Carolyn Rafaelian**, an individual ("*Assignee*").

WHEREAS, Assignor has adopted, is using, and is the owner of all right, title and interest in the Marks and the goodwill of the business in connection with which such Marks are used identified on Exhibit A attached hereto (the "*Marks*"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in, to and under the Marks;

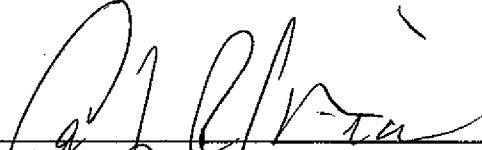
NOW, THEREFORE, for good and valuable consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by Assignee, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and sell unto Assignee, all right, title and interest in and to the Marks, and the right to sue and recover for infringement that occurred prior to the date hereof, together with the goodwill associated therewith. And, Assignor hereby covenants and agrees that it will, at Assignee's reasonable request and at Assignee's expense, (i) communicate to Assignee, its successors, assigns or other legal representatives, any facts known to it respecting the Marks, (ii) testify in any legal proceeding, (iii) sign all necessary lawful papers and execute all affidavits, (iv) make all rightful oaths and (v) generally perform all reasonably necessary acts to aid Assignee, its successors, assigns or other legal representatives to obtain and vest Assignee's rights in said Marks all registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of her successors and assigns.

And Assignor hereby covenants that it has full and unencumbered right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith, effective the date first written above.

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Trademark Agreement by their duly authorized officers or signatories as of the date first written above.

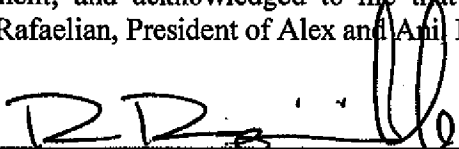
ASSIGNOR:

ALEX AND ANI, LLC

By: 
Name: Carolyn Rafaelian
Title: President

STATE OF Rhode Island
COUNTY OF Providence

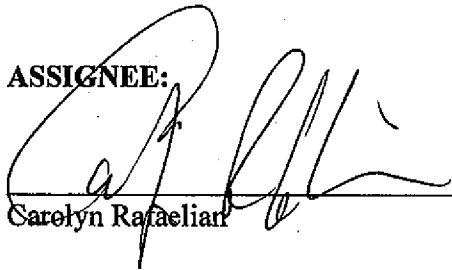
On this 28th day of September, 2012, before me, the undersigned notary public, personally appeared Carolyn Rafaelian, President of Alex and Ani, LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Carolyn Rafaelian, President of Alex and Ani LLC.


Notary Public: Robert Rainville
My Commission Expires: 7/26/2016

[Trademark Assignment Signature Page – Assignor]

IN WITNESS WHEREOF, the Assignee has executed this Assignment of Trademark Agreement as of the date first written above.


ASSIGNEE:



Carolyn Rafaelian

STATE OF Rhode Island
COUNTY OF Providence

On this 28th day of September, 2012, before me, the undersigned notary public, personally appeared Carolyn Rafaelian, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Notary Public: Robert Rainville
My Commission Expires: 7/26/2016

[Trademark Assignment Signature Page – Assignee]

EXHIBIT A

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
H T O O	United States	77/4831 03	5/24/2008	3755439	3/2/2010

4828-9467-8033, v. 1

SF1002666.2

RECORDED: 12/14/2012

TRADEMARK
REEL: 004919 FRAME: 0321