

## 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
E.E. Robbins, LLC		02/15/2013	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	Robbins Bros. Jewelry, Inc.		
Street Address:	1300 W. Optical Drive		
City:	Asuza		
State/Country:	CALIFORNIA		
Postal Code:	91702		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3606538	THE ELITE DIAMOND	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins LLP		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	047501-0003		
NAME OF SUBMITTER:	Angela M. Amaru		
Signature:	/s/ Angela M. Amaru		

CH \$40.00 3606538

Date:

02/19/2013

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is made and entered into as of February 15, 2013, by and between E.E. Robbins, LLC, a Washington limited liability company, which has a principal place of business at 2510 Western Avenue, Apartment 500, Seattle, Washington 98121 ("Assignor") and Robbins Bros. Jewelry, Inc., a Delaware corporation, which has a principal place of business at 1300 W. Optical Drive, Asuza, California 91702 ("Assignee"). Capitalized terms used but not otherwise defined herein have the meanings given them in the Purchase Agreement (defined below).

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of February 15, 2013 (the "Purchase Agreement");

WHEREAS, Assignor owns the trademarks and service marks listed in Schedule A attached hereto, together with all registrations and applications for registration thereof, all common law rights with respect thereto, all rights to sue or otherwise recover for any past, present or future infringement, dilution or other violations thereof, and all goodwill associated therewith (the "Assigned Marks");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee all of its right, title and interest in, to and under the Assigned Marks;

WHEREAS, Assignee wishes to acquire and Assignor wishes to transfer, all of Assignor's right, title and interest in, to and under the Assigned Marks; and

WHEREAS, Assignee and Assignor desire to record the assignments set forth in this Trademark Assignment.

NOW THEREFORE, in consideration of the mutual promises of the parties, and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Effective on the Closing Date, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, all of its right, title and interest in, to and under each of the Assigned Marks, including, without limitation, all benefits, privileges, causes of action, and remedies relating to such Assigned Marks, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement and other violations thereof, (c) grant licenses or other interests therein and (d) otherwise fully and entirely stand in the place of Assignor in all matters related thereto. The foregoing includes, and effective as of the Closing Date, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, all goodwill connected with the use of and symbolized by the Assigned Marks.

2. Conflicts. Notwithstanding any other provisions of this Trademark Assignment to the contrary, Assignee acknowledges and agrees that the representations, warranties, covenants,

agreements, indemnities, rights and remedies contained in the Purchase Agreement shall not be superseded, modified, replaced, amended, changed, rescinded or in any way affected hereby. This Trademark Assignment is subject to and controlled by the terms of the Purchase Agreement, and in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Further Actions. Assignor covenants and agrees to execute and deliver, at the request of Assignee (or its designee), such further instruments of transfer and assignment and to take such other actions as requested by Assignee (or its designee) to more effectively consummate the assignments contemplated by this Trademark Assignment. Assignor authorizes the recordation of this Trademark Assignment with the United States Patent and Trademark Office, the Secretary of State of the State of Washington and any other applicable registry or government office necessary to effect the sale, conveyance, transfer, assignment and delivery of the Assigned Marks.

4. Successors and Assigns. This Trademark Assignment shall bind and inure to the benefit of the respective parties hereto and their successors and assigns. This Trademark Assignment is for the sole benefit of the parties hereto and their successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such successors or assigns, any legal or equitable rights hereunder.

5. Governing Law. This Trademark Assignment shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Washington (without reference to any choice of law provisions that would result in the application of the laws of another state).

6. Notices. Any notice required or permitted to be given hereunder shall be given in accordance with Section 10.2 of the Purchase Agreement.

7. Amendment. No supplement, modification or waiver of this Trademark Assignment shall be binding unless executed in writing by the party to be bound thereby.

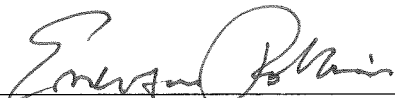
8. Severability. In the event that any one or more of the provisions contained in this Trademark Assignment shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Trademark Assignment.

9. Counterparts; Facsimile Signatures. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Trademark Assignment.

10. Entire Agreement. This Trademark Assignment and the Purchase Agreement contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and, except to the extent specifically set forth herein, supersede all prior agreements and understandings relating to such subject matter.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized representative as of the date first written above.

E.E. ROBBINS, LLC

By:   
Emerson Robbins  
Manager

Acknowledged and agreed by:

ROBBINS BROS. JEWELRY, INC.

By: \_\_\_\_\_  
Andrew P. Heyneman  
President and Chief Executive Officer

Signature Page to Trademark Assignment

**TRADEMARK**  
**REEL: 004965 FRAME: 0764**

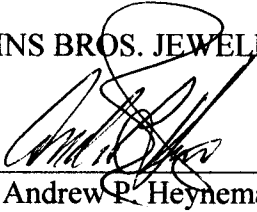
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E.E. ROBBINS, LLC

By: \_\_\_\_\_  
Emerson Robbins  
Manager

Acknowledged and agreed by:

ROBBINS BROS. JEWELRY, INC.

By:  \_\_\_\_\_  
Andrew P. Heyneman  
President and Chief Executive Officer

Signature Page to Trademark Assignment

TRADEMARK  
REEL: 004965 FRAME: 0765

SCHEDULE A

ASSIGNED MARKS

Registered Federal Trademarks

<b>Jurisdiction</b>	<b>Trademark</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>	<b>Owner</b>	<b>Status</b>
U.S.	ELITE DIAMONDS	77131716 03/15/2007	3606538 04/14/2009	E.E. Robbins, LLC	Registered

Registered State Trademarks

<b>State</b>	<b>Trademark</b>	<b>App. No. App. Date</b>	<b>File No. Reg. Date</b>	<b>Owner</b>	<b>Status</b>
Washington	EE ROBBINS THE ENGAGEMENT RING STORE	--	53855 03/11/2010	E.E. Robbins, LLC	Registered
Washington	EMERALD CITY MARKETING	--	53854 03/11/2010	E.E. Robbins, LLC	Registered
Washington	SMARTDIAMOND.COM	--	53853 03/11/2010	E.E. Robbins, LLC	Registered

Unregistered Trademarks

- EE ROBBINS ENGAGEMENT & WEDDING RINGS
- GUILD OF INDEPENDENT DIAMOND STORE
- SALERA DIAMOND COMPANY
- EE ARTIC FIRE DIAMONDS
- SENSATIONS BY SUSAN
- LILA BOUDREAUX
- E.E. COUTURE
- MODABELLA