

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Friedman's Liquidating Trust a/k/a The Friedman's Plan Trust</td> <td></td> <td>07/10/2013</td> <td>TRUST: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Friedman's Liquidating Trust a/k/a The Friedman's Plan Trust		07/10/2013	TRUST: DELAWARE																
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PROPERTY NUMBERS Total: 1																											
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CORRESPONDENCE DATA																											
<p>Fax Number: 3308647986 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 330-864-5550 Email: tnaehring@hahnlaw.com Correspondent Name: Hahn Loeser & Parks LLP Address Line 1: One GOJO Plaza Address Line 2: Suite 300 Address Line 4: Akron, OHIO 44311</p>																											
ATTORNEY DOCKET NUMBER:	202476.00318																										
NAME OF SUBMITTER:	John J. Cunniff																										
Signature:	/John J. Cunniff/																										

CH \$40.00 3402488

Date:

07/11/2013

Total Attachments: 5

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ASSIGNMENT OF U.S. TRADEMARK

This ASSIGNMENT OF U.S. TRADEMARK (this "Assignment"), is delivered and effective as of July 10, 2013 by Friedman's Liquidating Trust a/k/a The Friedman's Plan Trust, with offices at 380 Lexington Avenue, 17th Floor, New York, NY 10168-1799 ("Assignor"), to and in favor of Sterling Jewelers Inc., a Delaware corporation, with offices at 375 Ghent Road, Akron, Ohio 44333 ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties".

WHEREAS, Assignor is the owner of a certain U.S. Trademark Registration, to wit, U.S. Registered Trademark No. 3,402,488 for "SAY IT WITH DIAMONDS" formerly owned by Friedman's Inc. and specifying retail jewelry store services in International Class 035 (hereinafter referred to as the "Trademark"); and

WHEREAS, Assignee desires to acquire all right, title and interest Assignor now possesses in and to the Trademark, and Assignor wishes to grant Assignee all right, title and interest in and to the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Trademark, together with all associated goodwill and all rights derived therefrom, without warranties of any kind except as to title.

2. Recordation of Assignment. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Trademark.

3. Further Assistance. Assignor shall provide Assignee, its successors and assigns, and their legal representatives, such information, documents and assistance as Assignee or any such other person or entity may reasonably request to effectuate and implement this Assignment.

4. Miscellaneous.

(a) This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

(b) This Assignment shall be governed by the laws of the State of New York, without regard to the conflict of laws provisions thereof.


(c) If any provision of this Assignment or the application of any provision of this Assignment shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

(d) This Assignment may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument

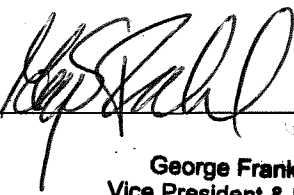
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their duly authorized representatives, effective as of the 10th day of July, 2013.

ASSIGNOR
FRIEDMAN'S LIQUIDATING TRUST a/k/a
THE FRIEDMAN'S PLAN TRUST

By: 
Buchwald Capital Advisors LLC, Trustee
By: Lee E. Buchwald, President

ASSIGNEE
STERLING JEWELERS INC.

By: 
George Frankovich
Vice President & Secretary

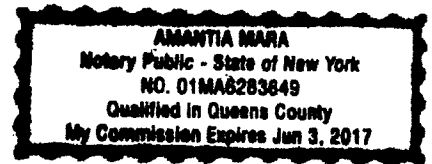
STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this date, the person executing this document, who acknowledged himself to be the President of Buchwald Capital Advisors LLC, Trustee of Friedman's Liquidating Trust a/k/a The Friedman's Plan Trust with the authority to execute the same, personally appeared before me and executed the document in my presence.

Subscribed and sworn to before me this 10th day of July, 2013.

Amantia Mara
Notary Public

My Commission Expires: June 3, 2017



STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

On this date, the person executing this document, who acknowledged himself to be the Vice President and Secretary of Sterling Jewelers Inc. with the authority to execute the same, personally appeared before me and executed the document in my presence.

Subscribed and sworn to before me this 11 th day of July, 2013.


Notary Public

My Commission Expires: **JAMIE L.C. PIENCE**
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03

