

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
Whitehall Jewelers, Inc		09/30/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bidz
Street Address:	2400 Marine Avenue
City:	Redondo Beach
State/Country:	CALIFORNIA
Postal Code:	90278
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1357955	LUNDSTROM
Registration Number:	2778579	W WHITE STAR
Registration Number:	1184693	WHITEHALL
Registration Number:	3200925	WHITESTAR
Registration Number:	1617216	LUNDSTROM
Registration Number:	3084304	MARKS BROS.
Registration Number:	1617215	WHITEHALL

CORRESPONDENCE DATA

Fax Number: 3103991659
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 310-226-6864
 Email: lesterwinograde@verizon.net
 Correspondent Name: Lester Winograde
 Address Line 1: 2400 Marine Avenue
 Address Line 4: Redondo Beach, CALIFORNIA 90278

OP \$190.00 1357955

NAME OF SUBMITTER:	Lester Winograde
Signature:	/Lester Winograde/
Date:	07/24/2013
Total Attachments: 6 source=Bidz-Whitehall-Assign#page1.tif source=Bidz-Whitehall-Assign#page2.tif source=Bidz-Whitehall-Assign#page3.tif source=Bidz-Whitehall-Assign#page4.tif source=Bidz-Whitehall-Assign#page5.tif source=Bidz-Whitehall-Assign#page6.tif	

INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT

This INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT (this "Assignment"), effective as of the 21 day of September 2009, is made and entered into by and among Whitehall Jewelers Holdings, Inc., a Delaware corporation, Whitehall Jewelers, Inc., a Delaware corporation (together, "Assignor"), and Bidz.com Inc., a Delaware corporation ("Assignee") (each a "Party," and, collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement dated as of September 21, 2009 among the Parties (the "Purchase Agreement").

WHEREAS, Assignor is the owner of each of the trademarks (including those which may be entitled to be registered in additional territories), trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule A hereto, (the "Trademarks"), and any and all copyright subsisting in the subject matter of the Trademarks, including any design or word components (collectively, the "Purchased Intellectual Property");

WHEREAS, Assignor is the registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule B hereto and the domain name registrations therefor (the "Domain Names"); and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing;

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby assigns to Assignee:

(a) all of Assignor's right, title and interest in, and good will associated with, the Purchased Intellectual Property and the Domain Names, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof ("Transferred Rights");

(b) any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Transferred Rights occurring prior to the Closing, including the right to receive all proceeds and damages therefrom;

(c) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights arising from and after the date of this Assignment; and

(d) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts reasonably necessary or desirable to record and perfect the interest of Assignee in and to the Purchased Intellectual Property and the Domain Names, and shall not enter into any agreement in conflict with this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

4. Counterparts. This Assignment may be executed by facsimile in three (3) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

[Signatures are on the following page.]

SCHEDULE A - TRADEMARKS

United States Federal Trademark Registrations

Trademark, Service Mark	App. No.	Reg. No (Serial No.)	Reg./Renewal Date (Filing Date)
LUNSTROM	73/477,335	1,357,955	9/3/1985
W WHITE STAR (STYLIZED)	76/431,784	2,778,579	10/28/2003
WHITEHALL	73/262,302	1,184,693	1/5/1982
WHITESTAR	78/704,709	3,200,925	1/23/2007
LUNDSTROM	74/013,257	1,617,216	10/9/1990
MARKS BROS	76/637,992	3,084,304	4/25/2006
WHITEHALL	74/013,256	1,617,215	10/9/1990

Foreign Trademark Registrations

Country	Trademark	App. No.	Reg. No.	Date Reg./Filing Date
Aruba	WHITEHALL	IM-20060222.22	25639	5/5/2006
Bahamas	WHITEHALL	29,406		2/22/2006
Barbados	WHITEHALL	21450		2/15/2006
Belize	WHITEHALL	375206	375206	6/5/2006
Costa Rica	WHITEHALL	2006-1465	163846	2/2/2007
European Community	WHITEHALL	004900941	004900941	3/5/2007
Japan	WHITEHALL	2006010783	3981697	8/25/2006
Mexico	WHITEHALL	765109	981686	4/24/2007

Country	Trademark	App. No.	Reg. No.	Date Reg./Filing Date
Netherlands Antilles	WHITEHALL	D-600069	11970	4/20/2006
Republic of Korea	WHITEHALL	40200610426	400704031	3/27/2007
Saint Kitts & Nevis	WHITEHALL	20060090	20060090	2/28/2006
China	WHITEHALL	5167199		2/20/2006
Taiwan	WHITEHALL	095006270	1228562	9/16/2006
Japan	WHITEHALL	H11091307	4549961	3/8/2002
Japan	WHITEHALL	H11091306	4549960	3/8/2002

SCHEDULE B – DOMAIN NAMES

DOMAIN NAME	Account No.	Expiration Date
whitehalljewels.com	22829502	10/3/2010
jwl.com	22829502	5/26/2010
lundstromjewellers.com	22829502	3/19/2011
marksbros.com	22829502	9/9/2010
whitehalljewelers.com	22829502	1/12/2011
whitehalljewelers.com	22829502	2/2/2011
whji.com	22829502	1/21/2011

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:

WHITEHALL JEWELERS HOLDINGS, INC.

By: Mike Yager
Name: Mike Yager
Title: Authorized Signatory

WHITEHALL JEWELERS, INC.

By: Mike Yager
Name: Mike Yager
Title: Authorized Signatory

ASSIGNEE:

BIDZ.COM INC., as the Buyer

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:

WHITEHALL JEWELERS HOLDINGS, INC.

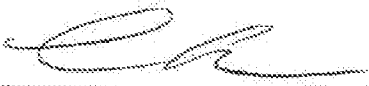
By: _____
Name:
Title:

WHITEHALL JEWELERS, INC.

By: _____
Name:
Title:

ASSIGNEE:

BIDZ.COM INC., as the Buyer

By:  _____
Name: Leon Kuperman
Title: President and Chief Technology Officer