

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			
Name	Formerly	Execution Date	Entity Type
A.Jaffe, Inc.		12/05/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	TXDC, L.P.		
Street Address:	901 W. Walnut Hill Lane		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75038		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85957851	THE HEART WITHIN	
CORRESPONDENCE DATA			
Fax Number:	2149691751		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2149691700		
Email:	usptodallas@tklaw.com, deborah.lively@tklaw.com		
Correspondent Name:	Deborah L. Lively, Thompson & Knight LLP		
Address Line 1:	1722 Routh Street		
Address Line 2:	Suite 1500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	004918.000014		
NAME OF SUBMITTER:	Deborah L. Lively		
Signature:	/deborah l. lively/		

Date:

01/02/2014

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 5TH day of December, 2013 (the "Effective Date") by and between A.Jaffe, Inc., a corporation duly organized and existing under the laws of the State of New York and having its principal place of business at 592 5th Avenue, New York, New York 10036 ("Assignor") and TXDC, LP, a limited partnership duly organized and existing under the laws of the State of Texas and having its principal place of business at 901 W. Walnut Hill Lane, Irving, Texas 75038 ("Assignee").

A. WHEREAS, Assignor owns the entire right, title and interest in and to a certain application for a trademark registration for a trademark filed with the United States Trademark Office, as listed in attached Exhibit A (herein the "Mark");

B. WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

C. WHEREAS, Assignor and Assignee entered into a certain Trademark License Agreement effective the 27th day of September, 2013 (the "License Agreement") which, among other provisions,

(i) grants certain licenses to Assignee to use the Mark in accordance with certain terms and conditions; and

(ii) in Section VIII, provides for the assignment of the Mark upon Assignee's use of the Mark on or with the Licensed Products after five (5) continuous days.

D. WHEREAS, as of today's date, Assignee has now used the Mark on the Licensed Products after five (5) continuous days and Company now agrees to execute this Agreement to memorialize the assignment of the Mark to Licensee.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Pursuant to that certain License Agreement and Assignee's use of the Mark, Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark and the right to sue and recover for past infringements thereof.

2. Assignor represents and warrants that:

(i) Assignor owns the entire right, title and interest in and to the Mark;

(ii) the application for the Mark (U.S. Ser. No. 85/957851) is currently pending before with U.S. Patent and Trademark Office;

(iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Mark to any other person or entity;

(iv) there are no liens or security interests against the Mark;

(v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.

4. Within fifteen (15) days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10.00 (USD).

5. After the Effective Date, Assignor agrees to make no further use of the Mark anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark or its registration.

6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

7. Miscellaneous.

(a) This Agreement, including Exhibit A hereto, constitutes the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Texas, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Texas. The parties submit to personal jurisdiction in Dallas, Texas, United States of America, and further agree that any cause of action arising under this Agreement shall be brought exclusively in a court in the city and county of Dallas, Dallas, Texas United States, or the United States District Court for the Dallas County, Northern District of Texas.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

A.Jaffe, Inc

By: 

Name: AJAY GANDHI 12/5/13

Title: Chief Financial Officer

ASSIGNEE:

TXDC, LP By Zale Delaware, Inc.

Its

By: 

Name: Matt Appel

Title: C.A.O.

Exhibit A

<u>Serial No.</u>	<u>Country</u>	<u>Title/Mark</u>	<u>FILE DATE</u>	<u>REG. No.</u>	<u>REG. DATE</u>
85957851	USA	The Heart Within (word mark)	June 12, 2013	None*	
None*					

*Note, the application is pending in the U.S. Patent and Trademark Office

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