

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM334988

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Act II Jewelry, LLC		03/07/2015	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Kiam Equities Corporation
<b>Street Address:</b>	555 Madison Avenue
<b>Internal Address:</b>	23rd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3193032	LIA SOPHIA
Registration Number:	2952808	LIA SOPHIA SHARE THE LOVE OF JEWELRY
Registration Number:	4215641	LIASOPHIA
Registration Number:	3289589	SHARE THE LOVE OF JEWELRY

**CORRESPONDENCE DATA**

**Fax Number:** 2128139600

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** (212) 813-1600

**Email:** cboehm@springutlaw.com

**Correspondent Name:** Caroline G. Boehm

**Address Line 1:** 45 Rockefeller Plaza

**Address Line 2:** 20th Fl

**Address Line 4:** New York, NEW YORK 10111

<b>NAME OF SUBMITTER:</b>	Caroline G. Boehm
<b>SIGNATURE:</b>	/CGB/
<b>DATE SIGNED:</b>	03/13/2015

OP \$115.00 3193032

**Total Attachments: 3**

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### ASSIGNMENT OF TRADEMARKS

This Assignment is made by and between Act II Jewelry, LLC, a limited liability company organized and existing under the laws of Delaware and having its address at 1235 North Mittel Boulevard, Wood Dale, Illinois 60191 (hereinafter referred to as the "Assignor")

and

Kiam Equities Corporation, a corporation organized and existing under the laws of State of Delaware and having its address at 555 Madison Avenue, 23<sup>rd</sup> Floor, New York, New York 10022 (hereinafter referred to as the "Assignee")

### PREAMBLE

WHEREAS the Assignor is the owner of certain trademarks and the registrations therefore as set forth in Exhibit A attached to this Assignment (hereinafter referred to as the "Registered Trademarks");

WHEREAS Assignor and Assignee are parties to a certain Security Agreement and Strict Foreclosure Agreement pursuant to which they have agreed to the transfer of certain collateral, including all right, title and interest in and to the Registered Trademarks, in partial satisfaction of certain obligations contained in such agreements;

NOW THEREFORE, for good and valuable consideration, the receipt of which is duly acknowledged, it is hereby agreed as follows:

1. The Assignor hereby assigns unto the Assignee all right, title and interest in the Registered Trademarks together with all the associated goodwill;
2. The Assignor hereby assigns, transfers and conveys to the Assignee all rights to institute or maintain legal proceedings, or to secure legal and/or administrative relief, as well as to collect damages including any form of compensation or other monetary award, in respect of any claims for infringement of, or other unauthorized use in relation to the Registered Trademarks which may have arisen or accrued prior to the effective date of this Assignment;
3. The Assignor undertakes, without additional consideration, to execute and/or to procure the execution and delivery of all assignment deeds, transfer documents, acquittances, acknowledgements, powers of attorney, as well as any other documents deemed necessary or appropriate by the Assignee to enable due recordal of the Assignment to be effected and completed in favour of the Assignee in all jurisdictions to which this Assignment relates;
4. The Assignor further undertakes to execute and/or have executed, any and all documentation necessary to confirm and/or to maintain in full force and effect any license recordals and/or authorized use recordals, wherever necessary or appropriate, so that the Assignee may enjoy the full benefit of this Assignment;

5. The Assignor appoints and constitutes the Assignee as its attorney-in-fact, with full power of substitution, for and on behalf of such Assignor in relation to any purpose or action necessary or appropriate to record and/or confirm the Assignment herein;
6. The parties hereto agree that the effective date of this Assignment is the 7th of March 2015.

ACT II JEWELRY, LLC

By:   
.....  
John P. Queenan  
Assistant Treasurer

EXHIBIT A

Trademark	U.S. Registration No.	Goods/Services
LIA SOPHIA	3,193,032	jewelry
LIA SOPHIA SHARE THE LOVE OF JEWELRY	2,952,808	jewelry
LIA SOPHIA and Design	4,215,641	jewelry
SHARE THE LOVE OF JEWELRY	3,289,589	jewelry