

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
Luxury Brand Advisors, LLC		08/23/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	HSNi, LLC		
Street Address:	1 HSN Drive		
City:	St. Petersburg		
State/Country:	FLORIDA		
Postal Code:	33729		
Entity Type:	CORPORATION: DELAWARE Limited Liability Company, Delaware		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3831337	RARITIES: FINE JEWELRY WITH CAROL BRODIE	
CORRESPONDENCE DATA			
Fax Number:	8132294133		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	813-223-7000		
Email:	trademarks@cartonfields.com		
Correspondent Name:	C. Douglas McDonald		
Address Line 1:	PO Box 3239		
Address Line 2:	Attn: IP Dept.		
Address Line 4:	Tampa, FLORIDA 33601-3239		
ATTORNEY DOCKET NUMBER:	55270/42345		
NAME OF SUBMITTER:	C. Douglas McDonald		
Signature:	/C. Douglas McDonald/		

CH \$40.00 3831337

Date:

12/17/2013

Total Attachments: 2

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ASSIGNMENT

This assignment instrument ("Assignment") is made as of the date referenced below by Luxury Brand Advisors, LLC, a Delaware limited liability company with an address at 158 Twin Lanes Road, Fairfield, Connecticut 06824 ("Assignor") and HSNi, LLC, a Delaware limited liability company with an address at 1 HSN Drive, St. Petersburg, Florida, 33729 ("Assignee") with respect to the assignment of the "Trademark Rights" (as defined below) in and to the trademark set forth herein.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, assign, convey, and transfer to Assignee, any and all right, title, and interest in and to the Trademark Rights.

The term "Trademark Rights" shall mean all right, title, and interest in and to the mark RARITIES: FINE JEWELRY WITH CAROL BRODIE, which is the subject of U.S. Trademark Registration Number 3,831,337, as well as any and all U.S. applications, registrations, and common law rights relating thereto; the goodwill of the business in which such trademark is used; and any and all renewals thereof, together with the right to bring lawsuits and collect for past infringements thereof; and any and all rights and privileges provided under the trademark, unfair competition, and other laws of the United States and individual states thereof, to the extent any such rights exist or come into existence. Assignor also agrees, now and in the future, not to apply for any trademark or service mark applications, or use any trademarks, service marks, logos or product names, containing the word "Rarities" or that may be confusingly similar to any other marks registered, applied for or used by Assignee. Additionally, Assignee agrees, now and in the future, not to apply for any trademark or service mark applications, or use any trademarks, service marks, logos or product names, containing the name CAROL BRODIE or the CB logo used by Assignor and attached hereto as Exhibit A (the "CB Logo") or that may be confusingly similar to any other marks registered, applied for or used by Assignor. Assignee further agrees not to oppose or petition to cancel any application(s) or registration(s) by Assignor consisting of the name CAROL BRODIE or the CB Logo, so long as such application(s) or registration(s) do not otherwise infringe on any Assignee trademarks, service marks, logos or product names. If the U.S. Patent and Trademark Office ("USPTO") rejects any new Assignor trademark and/or service mark application based on the Trademark Rights granted above, and the use and presence of CAROL BRODIE in the registered mark RARITIES: FINE JEWELRY WITH CAROL BRODIE, Assignee agrees to provide written consent in a reasonably acceptable form to the USPTO for such application so long as such application or registration does not otherwise infringe on any Assignee trademarks, service marks, logos or product names.

As reimbursement for the reasonable filing costs and associated fees for the registration in connection with the Trademark Rights and subject to the terms and conditions of this Assignment, Assignee shall deliver or cause to be delivered to Assignor the sum of Four Thousand Two Hundred and Fifty Dollars (\$4,250) within fifteen (15) days after the execution of this Assignment by Assignor and Carol Brodie.

Assignor shall, without further consideration, execute any additional documents or complete any tasks as may be reasonably requested by Assignee from time to time in order for Assignee to effectuate, prove, record, and further evidence this Assignment.

This Assignment supersedes any prior negotiations, understandings, or agreements, whether oral or written, between Assignor and Assignee with respect to the subject matter hereof. Assignor is making this Assignment of its own free will and upon its own investigation and knowledge, having had adequate opportunity to obtain advice of counsel and without reliance upon any representation, promise, or covenant other than as set forth herein. This Assignment shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.


IN WITNESS WHEREOF, Assignor has executed this Assignment on the date set forth below.

Date: August 23, 2013

AGREED AND ACCEPTED BY:

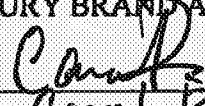
ASSIGNEE:

HSNI, LLC

By: 
Name: John Bosco
Title: SVP

ASSIGNOR:

LUXURY BRAND ADVISORS, LLC

By: 
Name: Carol Brodie
Title: _____

I, Carol Brodie, as an individual whose name is included in the above-mentioned trademark, hereby consent to this Assignment, agree to be bound by its terms and conditions, and shall, without further consideration, execute any additional documents or complete any tasks as may be reasonably requested by the above-named Assignee from time to time to effectuate, prove, record, and further evidence this Assignment.


Carol Brodie

9/12/13
Date