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Form PTO-1595 (Rev. 08/05)

U.S. DEPARTMENT OF COMMERCE  
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**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office:  
Please record the attached documents or the new addresses below.

Via Facsimile  
Docket No.: P08681US00/BAS

**1. Name of conveying party(ies):**

Arlsanian Cutting Works NWT LTD.

**2. Name and address of receiving party(ies):**

Name: ZALE CANADA CO.  
Street Address: 61 McPherson Street  
City + Address: Markham, ON L3R 3L3, CANADA

**3. Nature of conveyance / Execution date(s):**

Execution Date(s): October 3, 2005

Assignment       Merger       Security Agreement       Change of Name  
 Other:

**4. Application number(s) or patent number(s)**

This document is filed together with a new application.

A. Patent Application No.(s)  
29/232,112

B. Patent No.(s)

**5. Name and address to whom correspondence concerning document should be directed:**

Name: B. Aaron Schulman  
STITES & HARBISON PLLC • 1199 North Fairfax St. • Suite 900 • Alexandria, VA 22314-1437  
Telefax: 703-739-9577 • Telephone: 703-739-4900 • CUSTOMER NO. 00881

**6. Total number of applications and patents involved:**

# 1

**7. Total fee (37 CFR 1.21(h) & 3.41)**

Authorized to be charged by attached CREDIT CARD PAYMENT FORM (PTO-2038)  
(Any insufficiency of fee herewith is authorized to be charged to Deposit Account No. 12-0555)

\$40

**8. Payment Information**      Credit Card: Last 4 Numbers 1009      Expiration Date: 12/09

**9. Signature:**

B. Aaron Schulman  
Name of person signing

  
Signature

October 7, 2005  
Date

Total number of pages including cover sheet, attachments and documents: 4

Documents to be recorded (including cover sheet) should be faxed to 571-273-0140; or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450 For  
assistance call: 571-272-3350

1117LT:9681:21695:1:ALEXANDRIA

700216255

**PATENT**  
REEL: 016859 FRAME: 0641

OP \$40.00 29232112

## ASSIGNMENT

WHEREAS ARLSANIAN CUTTING WORKS NWT LTD., ("ASSINGOR"), a corporation having a place of business at 106 Archibald Street, Yellowknife, NWT X1A 2P4, Canada, has a part ownership right and partial proprietorship interests in a design titled "DIAMOND" (the "Design") for which an application for the registration of an industrial design has been filed on May 27, 2005 in Canada and assigned an Application Number 111357 (the "Application");

WHEREAS, ASSIGNOR represents and warrants that it is a partial owner of said Design;

AND WHEREAS, ZALE CANADA CO., ("ASSIGNEE"), a corporation having a place of business at 61 McPherson Street, Markham, ON L3R 3L3, Canada, is desirous of acquiring same from the ASSIGNOR;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR, ASSIGNOR has assigned, sold, transferred and set over and by these presents do assign, sell, transfer and set over unto said ASSIGNEE its entire right, title and interest worldwide, including the United States, to the extent not already owned by ASSIGNEE, in and to (a) said Design; (b) said Application, including all divisions, continuations, continuations-in-part and substitutions thereof; and (c) all corresponding foreign applications, the United States and foreign design patents and registrations which shall issue for said Design, including all reissues, renewals and extensions thereof, for the United States, its territories and possessions, and all foreign countries, including the right to file corresponding applications for letters patent or industrial design registration for said Design in any and all foreign countries, and to claim priority under any and all treaties and conventions for such corresponding applications, or any division, continuation or substitution thereof, the same to be held and enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, had this assignment not been made.

ASSIGNOR covenants and agrees that it will, at any time upon the request and at the expense of said ASSIGNEE, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to enable and assist said ASSIGNEE to (a) obtain letters patent and industrial design registrations, both domestic and foreign, for said Design; (b) establish, maintain and secure title in said ASSIGNEE, its successors and assigns, to said Design, application and letters patent and industrial design registrations, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said letters patent and industrial design registrations against any and all infringers, and perform such other acts as are necessary to give full force and effect to this assignment.

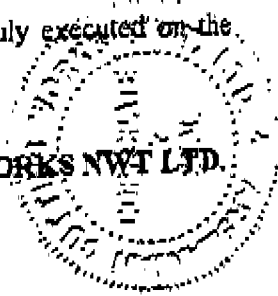
- 2 -

ASSIGNOR represents and covenants that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of said design has been or will be made or entered into which would conflict with this assignment.

IN TESTIMONY WHEREOF, this assignment has been duly executed on the date as indicated below.

Date: Oct 3 / 05

ARLSANIAN CUTTING WORKS NWT LTD.



Per: [Signature]

Name: HILARY JONES

Title: DIRECTOR

STATEMENT OF WITNESS

I, Angela Hengeon, whose full post office  
(Name of Witness)

address is 1087-35 Alcon Dr. N5 Yellowknife  
(Address of Witness)

state that I was personally present and did see Hilary Jones  
(Name of person signing for Assignor)

who is personally known to me to be or who identified himself to me as an authorized signing officer of said ARLSANIAN CUTTING WORKS NWT LTD. named in the above assignment, duly execute the same on the date set forth above.

[Signature]  
(Signature of Witness)