

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**11/17/2006
 900062951**

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Receiving party data previously recorded on Reel 003428 Frame 0615. Assignor(s) hereby confirms the Assignment of the entire interest and the goodwill.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Robert Lee Morris, Inc.		11/10/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	RLM Acquisition, Inc.
Street Address:	233 Spring Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1700927	RLM
Registration Number:	1547154	ROBERT LEE MORRIS
Registration Number:	1780323	ROBERT LEE MORRIS
Registration Number:	1813398	ROBERT LEE MORRIS
Registration Number:	2092323	RLM
Serial Number:	78965232	SUNGLOW

CORRESPONDENCE DATA

Fax Number: (973)966-1015
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 973-966-6300
Email: ajohnson@pitneyhardin.com
Correspondent Name: Jennifer A. Johnson, Esq.
Address Line 1: P.O. Box 1945
Address Line 2: Pitney Hardin LLP

OP \$165.00 1709927

Address Line 4: Morristown, NEW JERSEY 07962	
NAME OF SUBMITTER:	Jennifer A. Johnson
Signature:	<i>/s/</i>
Date:	11/17/2006
Total Attachments: 5 source=RLM Notice#page1.tif source=RLM Notice#page2.tif source=RLM Notice#page3.tif source=RLM Notice#page4.tif source=RLM Notice#page5.tif	

TRADEMARK

REEL: 003438 FRAME: 0285

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

11/15/2006
900062709

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robert Lee Morris, Inc.		11/10/2006	CORPORATION
RECEIVING PARTY DATA			
Name:	CLVR Acquisition, Inc.		
Street Address:	239 Spring Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CORPORATION		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1709927	RLM	
Registration Number:	1847154	ROBERT LEE MORRIS	
Registration Number:	1780323	ROBERT LEE MORRIS	
Registration Number:	1813398	ROBERT LEE MORRIS	
Registration Number:	2082323	RLM	
Serial Number:	7896232	SUNFLOW	
CORRESPONDENCE DATA			
Fax Number:	(973)966-1015		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	973-966-6300		
Email:	jjohnson@pitneyhardin.com		
Correspondent Name:	Jennifer A. Johnson, Esq.		
Address Line 1:	P.O. Box 1945		
Address Line 2:	Pitney Hardin LLP		
Address Line 4:	Morristown, NEW JERSEY 07962		

OP 515 00 170027

TRADEMARK

REEL: 003438 FRAME: 0286

NAME OF SUBMITTER:	Jennifer A. Johnson
Signature:	/s/J. Johnson
Date:	11/15/2006
Total Attachments: 5 source=R:\M Assignment\page1.tif source=R:\M Assignment\page2.tif source=R:\M Assignment\page3.tif source=R:\M Assignment\page4.tif source=R:\M Assignment\page5.tif	

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT made the date hereinafter set forth by **ROBERT LEE MORRIS, INC.**, a New York corporation ("**Assignor**") **RLM ACQUISITION, INC.**, a New York corporation] ("**Assignee**"). All capitalized words and terms used in this Assignment and not defined herein shall have the meanings ascribed to them in the Asset Purchase and Stock Purchase Agreement, of even date herewith, by and among Robert Lee Morris, Inc., RLM Acquisition, Inc., and certain other entities and individuals (the "**Purchase Agreement**").

WHEREAS, Assignor is the exclusive owner of the entire right, title and interest in and to all of the Trademarks and Service Marks whose registrations and applications are listed on Appendix A (which Appendix is attached hereto and incorporated herein by this reference) (collectively referred to as the "**Trademarks**").

WHEREAS, pursuant to the Purchase Agreement, Assignor is changing its name to a new name not using and Assignee is changing its name to "**Robert Lee Morris, Inc.**"

WHEREAS, Assignee is desirous of acquiring said marks and the registrations thereof.

WHEREAS, Assignor has agreed to sell and assign and Assignee has agreed to acquire, all of the right, title and interest of Assignor in and to the Trademarks together with the good will of the business in connection with which the Trademarks have been used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto said Assignee all of its right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the portion of the business to which the Trademarks pertain, which business is ongoing and existing:

1. Assignor hereby assigns and TRANSFERS:

(a) the entire and exclusive right, title and interest of Assignor in and to the Trademarks together with the good will of the business in connection with which the Trademarks have been used, free and clear of all liens, claims and encumbrances; and

(b) the sole right to enforce the Trademarks, including, without limitation, the right to sue for and recover for Assignee's own use accrued profits and damages for any and all infringements thereof, including, without limitation, past infringements, with respect to which Assignor hereby waives any right to receive any portion thereof; together with all rights of action and claims for damages and benefits arising because of past infringement of said Trademarks.

2. Assignor hereby agrees, without further consideration, to take all such actions, and to execute all such applications, oaths, petitions, assignments or other instruments, which may be necessary in order to carry into full force and effect the assignment and transfer of the Trademarks by Assignor to Assignee under this Assignment of Trademarks.

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3. Assignor covenants that it has the full right, power and authority to enter into this Assignment of Trademarks, and to assign and transfer the Trademarks to Assignee, and has not executed any agreement in conflict herewith.

4. Assignor hereby authorizes the United States Patent and Trademark Office to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment of Trademarks.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of laws thereunder.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed this 10th day of November, 2006.

ASSIGNOR:

ROBERT LEE MORRIS, INC.

By: 

Name: Michael Staffet

Title: Treasurer

ASSIGNEE:

RLM ACQUISITION, INC.


By: 

Name: Lester Friedlander

Title: President

State of New York)
) ss.:
County of New York)

On the 18th day of November, 2006 before me, the undersigned, personally appeared Michael Shaffet and Leslie Friedlander personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


NOTARY PUBLIC

My Commission expires:

DAUNE PIZZICARA
NOTARY PUBLIC, State of New York
No. 99-02KE4748848
Qualified in Putnam County
Certificate Filed in New York County
Commission Expires June 30, 2007

**APPENDIX A
REGISTERED TRADEMARKS**

ROBERT LEE MORRIS TRADEMARKS Live Trademarks as of October 2006					
Trademark	Registration/Application No.	Owner	LBL File No. and Deadlines in USPTO or Foreign Patent Offices	Country	Goods
RLM	Registration No. 1,709,927	Robert Lee Morris, Inc.	885.009 8/25/2012 Renewal Deadline	U.S.A.	Class 14 -- Jewelry
Robert Lee Morris	Registration No. 1,647,154	Robert Lee Morris, Inc.	885.010 6/11/2011 Renewal Deadline	U.S.A.	Class 3 - Perfume Class 14 - Jewelry, namely necklaces, bracelets, earrings, brooches, rings, pendants, cufflinks and pins, and keyrings made of brass and sterling silver. Class 18 - Handbags Class 25 - Scarves and belts Class 26 - Belt buckles. Class 42 - Retail jewelry store services.

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ROBERT LEE MORRIS TRADEMARKS Live Trademarks as of October 2006						
Trademark	Registration/Application No.	Owner	L.B.L. File No. and Deadlines in USPTO or Foreign Patent Offices	Country	Goods	
Robert Lee Morris	Registration No. 1,780,323	Robert Lee Morris, Inc.	885.023 7/6/2013 Renewal Deadline	U.S.A.	Class 21 - Containers for cosmetics and toiletry articles, combs and brushes, placard holders.	
Robert Lee Morris	Registration No. 1,813,398	Robert Lee Morris, Inc.	885.024 12/28/2013 Renewal Deadline	U.S.A.	Class 20 - Picture frames, wall sconces and flower holders Class 21 - Vases, ashtrays, candy dishes, jewelry boxes	
RJM	Registration No. 2,092,323	Robert Lee Morris, Inc.	885.061 8/26/2007 Renewal Deadline	U.S.A.	14 - Jewelry	
Stinglow	Application No. 78965,232	Robert Lee Morris, Inc.	885.083 Pending	U.S.A.	Class 14 - Jewelry	
Robert Lee Morris	Registration No. 32,514	Robert Lee Morris, Inc.	885.010.044 8/26/2013 Renewal Deadline	Puerto Rico	Class 14 - Jewelry	