

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
Ashford.com		12/04/2002	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Odimo Acquisition Corp.
Street Address:	1400 N.W. 4th Street
City:	Sunrise
State/Country:	FLORIDA
Postal Code:	33325
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number
Registration Number:	2454068
Serial Number:	75806672
Registration Number:	2469836
Serial Number:	78161282
Serial Number:	78161279

CORRESPONDENCE DATA

Fax Number: (703)413-2220
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7034133000
 Email: tmdocket@oblon.com
 Correspondent Name: Oblon, Spivak, McClelland, Maier, and Neustadt, PC
 Address Line 1: 1940 Duke Street,
 Address Line 4: Alexandria, VIRGINIA 22314

CH \$140.00 75806672

ATTORNEY DOCKET NUMBER:

233500US-13

NAME OF SUBMITTER:

Brian D. Anderson

Total Attachments: 1

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Assignment of Trademarks

This Assignment of Trademarks (the "Assignment") is dated December 4, 2002, by and between Ashford.com, Inc., a Delaware corporation, with an address at 1075 First Avenue, King of Prussia, PA 19406 ("Assignor"), and Odimo Acquisition Corp., a Delaware corporation, with an address at 1400 N.W. 4th Street, Sunrise, FL 33325 ("Assignee").

BACKGROUND

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement, of even date herewith (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, convey and transfer to Assignee all of the right, title and interest of the Assignor in and to the trademarks set forth on Schedule 2.1(a) of the Purchase Agreement for the amount of the purchase price determined and paid in accordance with the Purchase Agreement. Terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement;

B. Pursuant to Section 4.3(a)(iii) of the Purchase Agreement, Assignor is required to execute and deliver this Assignment of Trademarks at the First Closing. This Assignment of Trademarks is subject to the terms of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby agrees as follows:

1. Assignor hereby assigns, sells and transfers to Assignee, its successors and assigns, all its right, title, and interest in and to the trademarks owned by Assignor and used exclusively in Seller's Business (as defined in the Purchase Agreement), together with the goodwill of the business symbolized by and associated with said trademarks and related trademark applications and registrations thereof.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment of Trademarks by a duly authorized officer, as of the date first written above.

Ashford.com, Inc.

By: 

Name:

Title: