

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, Inc.	FORMERLY Odimo Acquisition Corp.	04/11/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Luxi Group, LLC		
Street Address:	415 Madison Avenue		
Internal Address:	16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2454068	A	
Registration Number:	3025763	A	
Serial Number:	78161279	ASHFORD.COM	
Serial Number:	78161282	ASHFORD	
CORRESPONDENCE DATA			
Fax Number:	(703)413-2220		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-413-3000		
Email:	tmdocket@oblon.com, jhudis@oblon.com		
Correspondent Name:	Jonathan Hudis, c/o Oblon Spivak et al.		
Address Line 1:	1940 Duke Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	281157US69		

CH \$115.00 2454068

NAME OF SUBMITTER:	Jonathan Hudis
Signature:	/Jonathan Hudis/
Date:	04/17/2007
Total Attachments: 6 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif source=assignment#page5.tif source=assignment#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of April 11, 2007, by and between Odimo Incorporated and Ashford.com, Inc. (collectively, "Assignor"), and Luxi Group, LLC, ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of April 6, 2007 (the "Purchase Agreement") pursuant to which Assignee has agreed to purchase and accept, and Assignor has agreed to sell, convey and assign, the Purchased Assets (as defined in the Purchase Agreement) owned by Assignor.

B. Pursuant to the Purchase Agreement, Assignor wishes to irrevocably assign to Assignee all of Assignor's right, title and interest in and to the Seller Intellectual Property (as defined in the Purchase Agreement).

AGREEMENT

In consideration of the foregoing premises, the mutual promises and covenants contained in the Purchase Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:


1. Assignor hereby irrevocably irrevocably sells, assigns, grants, transfers and sets over unto Assignee and Assignee's successors and assigns, all of its right, title and interest throughout the world in and to the Seller Intellectual Property including, without limitation, the (a) trademarks and trademark applications listed on Exhibit A attached hereto and incorporated by reference, (b) domain names listed on Exhibit B attached hereto and incorporated by reference, (c) patents and patent applications listed on Exhibit C attached hereto and incorporated by reference, and (d) copyrightable works, copyright applications and registered copyrights listed on Exhibit D attached hereto and incorporated by reference, together with all national, foreign, state and common law rights, registrations, applications for registration and renewals and extensions thereof; all goodwill associated and symbolized by, and all benefits, privileges, causes of action and remedies relating to, any of the foregoing, whether before or hereafter accrued including, without limitation, the exclusive rights to apply for, own and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Seller Intellectual Property; and to settle and retain proceeds and/or the benefits of any equitable relief from any such actions.
2. In addition to the obligations of Assignor set forth in the Purchase Agreement, Assignor also agrees to execute such written instruments, extend such other cooperation and perform such other acts as may be reasonably necessary or advisable to more effectively transfer and assign to and vest in Purchaser the Seller Intellectual Property, all at the sole cost and expense of Seller, including but not limited to, making all required filings with the United States Patent and Trademark Office and any domain name registries; and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.

3. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
4. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement.
5. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.
6. All notices, demands, or other communications given under this Assignment shall be given in accordance with the Purchase Agreement.
7. Assignee hereby accepts the foregoing assignment and transfer of the Seller Intellectual Property upon the terms and subject to the conditions contained herein.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly appointed and authorized officer as of the date above first written.

"Assignor"
Odimo Incorporated

By: 
Name: Amerisa Kornblum
Title: President

Ashford.com, Inc.

By: 
Name: Amerisa Kornblum
Title: President

"Assignee"
Luxi Group, L.L.C

By: _____
Name: Eli Katz
Title: Chief Executive Officer

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly appointed and authorized officer as of the date above first written.

"Assignor"
Odimo Incorporated

By: _____
Name: Amerisa Kornblum
Title: President

Ashford.com, Inc.

By: _____
Name: Amerisa Kornblum
Title: President

"Assignee"
Luxi Group, LLC

By: 
Name: Eli Katz
Title: Chief Executive Officer

EXHIBIT A

Trademarks and Trademark Applications

Country	Mark	Appl. No.	Reg. No.	Filing Date	Reg. Date	Class
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REDACTED

Exhibit A (Continued)

Country	Mark	Appl. No.	Reg. No.	Filing Date	Reg. Date	Class
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REDACTED

USA	Λ	75/797,792	2,454,068	9/13/99	5/22/01	14
USA	ASHFORD	78/161,282		9/6/02		3, 14, 16, 18, 25, 35, 36, 38 & 42
USA	ASHFORD.COM	78/161,279		9/6/02		3, 14, 16, 18, 25 & 35
USA	Λ	76/607,186	3,025,763	8/16/04	12/13/05	35