

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A&A Jewelers Incorporated		04/05/2006	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	JPI Limited		
Street Address:	8 Hok Cheung Street		
Internal Address:	Unit 606A, Harbour Center		
City:	Hungom, Kowloon		
State/Country:	HONG KONG		
Entity Type:	CORPORATION: HONG KONG		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1618672	JEWELSTAR	
Registration Number:	1648104	AAJ	
CORRESPONDENCE DATA			
Fax Number:	(203)327-6401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(203) 327-4500		
Email:	trademark@ogrp.com		
Correspondent Name:	Ohlandt Greeley Ruggiero & Perle		
Address Line 1:	1 Landmark Square		
Address Line 2:	10 Floor		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	1853.003USA		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$65.00 1618672

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Terrence J. McAllister
Signature:	/OGRP-TJM-ANA/
Date:	07/28/2008

Total Attachments: 26

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THIS CONFIRMATION OF ASSIGNMENT OF TRADE-MARK APPLICATIONS, REGISTRATIONS AND DOMAIN NAMES (this "Confirmation") is made as of the 5th day of April, 2007

RECITALS:

WHEREAS PricewaterhouseCoopers Inc. was appointed interim receiver and receiver and manager (in such capacities, the "Receiver") of all of the assets, undertakings and properties (the "Assets") of A&A Jewellers Limited, A&A Jewellers Corp. and A. & A. Jewelers Inc. (collectively, "A&A") by an Order of the Ontario Superior Court of Justice dated April 5, 2006 (the "Appointment Order"), a copy of which is attached hereto as Schedule "A";

AND WHEREAS the Assets include certain trade-marks and the corresponding Canadian and U.S. applications and registrations, and certain domain names, listed in Schedule "B" hereto (collectively, the "Trade-mark Applications, Registrations and Domain Names");

AND WHEREAS the Receiver and JPI Limited (the "Purchaser") have entered into a Bill of Sale dated as of April 5, 2007 (the "Bill of Sale") in which the Receiver sold, transferred and assigned, and the Purchaser purchased, all right, title and interest, if any, of the Receiver and A&A in and to, among other things, all intellectual property rights of A&A related to certain moulds and models used by A&A in its jewellery business, which include, among other things, the Trade-mark Applications, Registrations and Domain Names;

AND WHEREAS the full post office address of the Purchaser's principal place of business is: Unit 606A, Tower 2, Harbour Centre, 8 Hok Cheung Street, Hunghom, Kowloon, Hong Kong;

AND WHEREAS the Purchaser acknowledges and agrees that it has purchased the Trade-mark Applications, Registrations and Domain Names on an "as is, where is" basis in accordance with section 2 of the Bill of Sale and that no representation, warranty or condition has or will be given by the Receiver concerning, among other things, the existence of any asset or property right in the Trade-mark Applications, Registrations and Domain Names;

NOW THEREFORE in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration to the Receiver paid, the receipt and sufficiency of which are hereby acknowledged, the Receiver hereby confirms that it has assigned to the Purchaser, its successors and assigns, all right, title and interest of the Receiver and A&A, if any, in and to the Trade-mark Applications, Registrations and Domain Names.

The Receiver hereby undertakes at any time upon reasonable request to sign such documents and do such things as may be necessary and proper to convey the Trade-mark Applications, Registrations and Domain Names and confirm such conveyance, all without further consideration but at the sole expense of the Purchaser; provided, however, that the obligation of the Receiver to comply with this provision will only survive and be in existence for as long as the Receiver is the Receiver.

The parties hereto agree that this Confirmation may be executed in two or more counterparts, each of which shall be considered an original and both of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original, electronic or faxed form and the parties adopt any signatures received electronically or by a receiving fax machine as original signatures of the parties.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]**

PRICEWATERHOUSECOOPERS INC., solely in its capacity as interim receiver and receiver and manager of all of the assets, undertakings and properties of A&A Jewellers Limited, A&A Jewellers Corp. and A. & A. Jewelers Inc. and not in its personal or corporate capacity

By: 

Name:

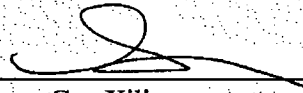
Nigel D. Meakin

Title:

Senior Vice-President

JPI LIMITED, a corporation incorporated pursuant
to the laws of Hong Kong

By:



Name: Gus Xilias
Title: Managing Director

I have the authority to bind the corporation.

SCHEDULE "A"
APPOINTMENT ORDER
(Attached)

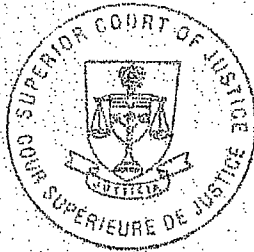
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**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

THE HONOURABLE
MR. JUSTICE GROUND

) WEDNESDAY, THE 5th
)
) DAY OF APRIL, 2006

BETWEEN:



Canadian Imperial Bank of Commerce

Applicant

- and -

A&A Jewellers Limited, A&A Jewellers Corp. and
A. & A. Jewelers Inc.

Respondents

ORDER

THIS APPLICATION, made by the Applicant, Canadian Imperial Bank of Commerce ("CIBC"), for an Order pursuant to section 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended (the "CJA") appointing PricewaterhouseCoopers Inc. ("PwC") as interim receiver and receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of A&A Jewellers Limited, A&A Jewellers Corp. and A. & A. Jewelers Inc. (collectively, the "Debtors"), was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the affidavit of A. Kenneth Miller sworn April 4, 2006 and the exhibits thereto, and on hearing the submissions of counsel for the Applicant, and those of any other counsel appearing, and on reading the consent of PwC to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 47(1) of the BIA and section 101 of the CJA, PwC is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever and wherever situate including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where and when the Receiver considers it necessary or desirable:

- (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever

basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$3,000,000.00; and

- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (s) to pay the reasonable fees and disbursements of counsel for CIBC, when rendered; and

(t) to take any steps reasonably incidental to the exercise of these powers,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully

copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. **THIS COURT ORDERS** that excepting the Application for a Bankruptcy Order in Court File No. 31-OR-207363-T (the "Bankruptcy Application") no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. **THIS COURT ORDERS** that excepting the Bankruptcy Application all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the

protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. **THIS COURT ORDERS** that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").

18. **THIS COURT ORDERS** the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against

NO INTERFERENCE WITH THE RECEIVER

10. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility, security services or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors, and as prorated for the period of actual use by the Receiver, and or such other practices as may be agreed upon by the supplier or service provider and the Receiver, provided further that the Receiver shall not be required to make payments in advance or pay deposits or post other security for any such goods or services, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for

its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$3,000,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge .

21. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

23. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

GENERAL

24. **THIS COURT ORDERS** that this Order is effective as at 4:00 P.M. on Wednesday, April 5, 2006.

25. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.


26. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

27. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

28. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

29. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

30. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



Joseph P. Van Tassel

Registrar, Superior Court of Justice

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

ADD 05 2006

11955023.5

PER/PAR: 

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that PricewaterhouseCoopers Inc., the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of A&A Jewellers Limited, A&A Jewellers Corp. and A. & A. Jewelers Inc. appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 5th day of April, 2006 (the "Order") made in an application having Court file number _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$3,000,000.00 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of April, 2006.

PricewaterhouseCoopers Inc., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____

Name:

Title:

Canadian Imperial Bank of Commerce
Applicant

and A&A Jewellers Limited, A&A Jewellers Corp. and
A. & A. Jewelers Inc.
Respondents

Court File No: 06-CL-6377

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

ORDER

BLAKE, CASSELS & GRAYDON LLP
Barristers & Solicitors
Box 25, Commerce Court West
Toronto, Ontario, Canada M5L 1A9

Kevin P. McElcheran LSUC#: 22119H
Tel: (416) 863-2566

Karen S. Park LSUC#: 48373J
Tel: (416) 863-3320
Fax: (416) 863-2653

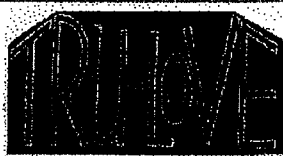


Solicitors for the Applicant

SCHEDULE "B"



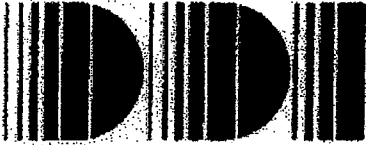
TRADE-MARK APPLICATIONS, REGISTRATIONS AND DOMAIN NAMES

The Registered Trade-marks And Applications



Trade-marks -- CANADA

Trade-mark	Reg. No. or Status	Wares / Services	App. No.	Owner
<u>HARMONY</u>	Registered UCA035813	Articles of jewellery--finger rings.	0206171	A. & A. JEWELLERS LIMITED
 <u>TRU-LOVE & DESIGN</u>	Registered TMDA048747	Jewellery.	0150366	A & A JEWELLERS LIMITED
 <u>A+A Design</u>	Allowed	Jewellery, namely, rings, pendants, earrings, bracelets, necklaces and bangles.	1299951	A & A JEWELLERS LIMITED
<u>AAJ</u>	Registered TMA439558	Jewellery.	0743120	A & A JEWELLERS LIMITED,
<u>ADVANTAGE</u>	Registered TMA389010	Jewellery, and diamonds and other precious gems.	0663056	A & A Jewellers Corp.
 <u>ADVANTAGE & DESIGN</u>	Registered TMA391728	Jewellery, and diamonds and other precious gems.	0663055	A & A Jewellers Corp.
<u>APROPOS</u>	Registered TMA574937	Jewellery.	1091469	A & A Jewellers Limited,
<u>AS FOREVER AS A FAMILY</u>	Registered TMA563389	Jewellery.	1071564	A & A Jewellers Corp.
<u>AURAGEM</u>	Registered TMA341629	Jewellery.	0584051	A & A Jewellers Corp.
<u>CARAT CLUB</u>	Registered TMA350234	Operation of a bonus plan regarding the sale of jewellery.	0594178	A & A Jewellers Corp.
<u>CARAT LIGHT</u>	Registered TMA480554	Jewellery.	0817930	A & A JEWELLERS LIMITED




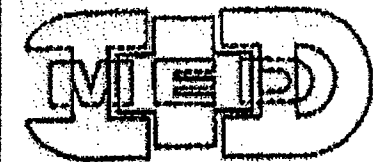


Trade-marks -- CANADA

<u>COLOR Z</u>	Registered TMA409856	Jewellery.	0696889	A & A JEWELLERS LIMITED,
	Registered TMA409544	Jewellery.	0696839	A & A JEWELLERS LIMITED,
COLOR Z BLACK BACKGROUND & DESIGN				
	Registered TMA409543	Jewellery.	0696838	A & A JEWELLERS LIMITED,
COLOR Z WHITE BACKGROUND DESIGN				
<u>COMFORT-FIT</u>	Registered TMA401488	Jewellery.	0685928	A & A JEWELLERS LIMITED,
<u>COMMITTED TO THE SUCCESS OF THE INDEPENDENT JEWELLERY RETAILER</u>	Registered TMA517953	Operation of a business distributing jewellery at wholesale.	0881980	A & A Jewellers Corp.
<u>CONTOUR FIT</u>	Registered TMA405003	Jewellery.	0692473	A & A JEWELLERS LIMITED,
	Registered TMA437939	Jewellery. 1 Sale of jewellery and remounting of jewellery.	0716596	A & A JEWELLERS LIMITED
DDI & DESIGN				



Trade-marks -- CANADA

 JEWELLERY CREATIONS DDI JEWELLERY CREATIONS & DESIGN	Registered TMA438069	Jewellery. 1 Operation of a business dealing in the sale of jewellery and remounting of jewellery.	0716597	A & A JEWELLERS LIMITED
<u>DEFINITIONS</u>	Allowed	Retail and wholesale sale of jewellery.	1262593	A & A JEWELLERS CORP.
<u>DEFINITIONS JEWELLERY</u>	Allowed	Retail and wholesale sale of jewellery.	1262594	A & A JEWELLERS CORP.
<u>DEL</u>	Registered TMA235926	Jewellery of all kinds.	0423380	A & A JEWELLERS LIMITED
<u>DIAMOND CHARMERS</u>	Registered TMA407816	Jewellery, a component of which is a diamond or diamonds.	0685927	A & A JEWELLERS LIMITED,
<u>ELOQUENCE</u>	Registered TMA369813	Jewellery.	0634974	A & A Jewellers Corp.
<u>EPIPHANY</u>	Default - Search	Jewellery.	1257091	A & A JEWELLERS CORP.
<u>FIRST</u>	Registered TMA404718	Jewellery.	0584137	A & A Jewellers Corp.
<u>FOR THE REAL JEWELS IN LIFE</u>	Registered TMA570161	Jewellery.	1071563	A & A Jewellers Corp.
<u>GEMCRAFT</u>	Registered TMA148757	Items in jewellery consisting of earrings, bracelets, pendants, necklaces, rings, cuff links, tie tacks, lockets, crosses, and religious medals.	0273128	A & A JEWELLERS LIMITED
<u>GENERALD</u>	Registered TMA435035	Jewellery.	0740567	A & A JEWELLERS LIMITED,
 J * S Design	Registered TMA564375	Jewellery.	1073970	A & A Jewellers Corp.
<u>JEWELLERY PRODUCTIONS INTERNATIONAL</u>	Registered TMA376023	Jewellery.	0607802	A & A Jewellers Limited
<u>JEWELRY PRODUCTIONS INTERNATIONAL</u>	Registered TMA604219	Jewellery.	1159365	A & A Jewellers Limited


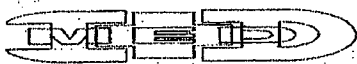
Trade-marks -- CANADA

<u>JEWELSTAR</u>	Registered TMA563282	Jewellery.	1052232	A & A Jewellers Corp.
 <u>JEWELSTAR & DESIGN</u>	Registered TMA495923	Jewellery.	0846647	A & A Jewellers Corp.
 <u>JUST JEWELS DESIGN</u>	Registered TMA337454	Jewellery.	0572078	A & A JEWELLERS LIMITED,
 <u>MAGIQUE DIAMOND COLLECTION</u>	Registered TMA605131	Jewellery, comprising precious gems, namely diamonds.	1152227	A & A Jewellers Corp.
 <u>MED & DESIGN</u>	Registered TMA622517	Jewellery.	1185908	A & A JEWELLERS LIMITED
<u>Northern Star Diamond</u>	Registered TMA627807	Jewelry.	1190206	A & A Jewellers Corp.
<u>PRIMIGEM</u>	Registered TMA574938	Jewellery.	1091470	A & A Jewellers Limited,
<u>ROMAN ROPE</u>	Registered TMA444105	Gold jewellery of handmade hollow chain.	0753188	A & A JEWELLERS LIMITED,
<u>SIMPLE HARDWARE</u>	Registered TMA574940	Jewellery.	1091471	A & A Jewellers Limited,
  <u>THE DESIGNER-SERIES & DESIGN</u>	Registered TMA306895	Jewellery.	0502209	A & A JEWELLERS LIMITED,
<u>TOUCHE-DOUCEUR</u>	Registered TMA408087	Jewellery.	0689697	A & A JEWELLERS LIMITED,
<u>TRU-BLU</u>	Registered TMA516200	Jewellery.	0884456	A & A JEWELLERS LIMITED

Trade-marks – CANADA

<u>TRU-LOVE</u>	Registered TMA435036	Jewellery.	0740601	A & A JEWELLERS LIMITED,
<u>TRUBY</u>	Registered TMA444309	Jewellery.	0740525	A & A JEWELLERS LIMITED,
 <u>TRUBY DESIGN</u>	Registered TMA438787	Jewellery.	0736328	A & A JEWELLERS LIMITED,
 <u>YOLLECK SYSTEMS & DESIGN</u>	Registered TMA403090	Computer software, including without limitation software package programs; computer hardware; computer peripherals, namely, uninterrupted power supply protection devices, isolation transformers and line conditioners, electrically and computer controlled signs, modems, computer disk drives, computer tape drives, printers, mo ...	0686090	A & A JEWELLERS LIMITED,
<u>YOUNIQUE</u>	Default- Allowed	Jewellery.	1257090	A & A JEWELLERS CORP.


Trade-marks -- UNITED STATES

Trade-mark	Reg. No. or Status	Goods / Services	Serial No.	Owner
<u>A + A JEWELERS</u>	Registered 2965573	JEWELRY	76483960	A&A Jewellers Limited
<u>AAJ</u>	Registered 1648104	jewelry	74028755	A. & A. JEWELERS INC.
<u>CARAT CLUB</u>	Registered 1627758	Operation of a club whereby members earn points toward the purchase of gifts such as additional jewellery, trips, household items, through their purchase of jewellery	73816857	A&A JEWELLERS LIMITED
<i>Jewelstar</i> <u>JEWELSTAR</u>	Registered 1618672	jewelry	74017420	A & A JEWELERS, INC.
<i>just:jewels</i> <u>JUST-JEWELS</u>	Registered 1612001	JEWELLERY	73816860	A & A JEWELLERS LIMITED
 <u>MEDID</u>	Pending	JEWELRY	76532152	A&A Jewellers Limited
 <u>MEDID</u>	Registered 2966291	JEWELRY	78278935	A&A Jewellers Limited
<u>PRIMIGEM</u>	Registered 2714242	JEWELRY	76207060	A&A Jewellers Limited

Domain Names

Domain Name	Current Registrant
<aajewelers.com>	A&A Jewellers Ltd., c/o Albert Poon
<aajewellers.com>	A&A Jewellers Ltd., c/o Albert Poon
<jewelstar.com>	Jewelstar Corporation, c/o Albert Poon

JPI UNITED STATES TRADE-MARKS

Trade-mark	Registration No.
PRIMGEM	2,714,242
	1,612,001
<i>just:jewels</i> JUST-JEWELS	
<i>Jewelstar</i> JEWELSTAR	1,618,672
CARAT CLUB	1,627,758
AAJ	1,648,104
	2,966,291
 MEDID	
A + A JEWELERS	2,965,573