

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                                      |
|------------------------------|--------------------------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                       |
| <b>NATURE OF CONVEYANCE:</b> | Confirmation of Trademark Assignment |

**CONVEYING PARTY DATA**

| Name                       | Formerly | Execution Date | Entity Type                         |
|----------------------------|----------|----------------|-------------------------------------|
| Sharper Image Holdings LLC |          | 11/29/2012     | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

|                        |   |
|------------------------|---|
| <b>Name:</b>           | Sharper Image Holdings and Management Corp. |
| <b>Street Address:</b> | 1450 Broadway, 3rd Floor                    |
| <b>City:</b>           | New York                                    |
| <b>State/Country:</b>  | NEW YORK                                    |
| <b>Postal Code:</b>    | 10036                                       |
| <b>Entity Type:</b>    | CORPORATION: DELAWARE                       |

**PROPERTY NUMBERS Total: 46**

| Property Type  | Number   | Word Mark         |
|----------------|----------|-------------------|
| Serial Number: | 85730620 | SHARPER IMAGE     |
| Serial Number: | 85672403 | SHARPER IMAGE     |
| Serial Number: | 85672414 | SHARPER IMAGE     |
| Serial Number: | 85548359 | THE SHARPER IMAGE |
| Serial Number: | 85548429 | THE SHARPER IMAGE |
| Serial Number: | 85525759 | THE SHARPER IMAGE |
| Serial Number: | 85163515 | SHARPER LIVING    |
| Serial Number: | 85009119 | THE SHARPER IMAGE |
| Serial Number: | 77317210 | THE SHARPER IMAGE |
| Serial Number: | 77976523 | THE SHARPER IMAGE |
| Serial Number: | 77189523 | THE SHARPER IMAGE |
| Serial Number: | 77082621 |                   |
| Serial Number: | 78593746 | IBEAM             |
| Serial Number: | 78375692 | SHARPERIMAGE.COM  |

**TRADEMARK**

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|                |          |   |
|----------------|----------|---|
| Serial Number: | 78375684 | THE SHARPER IMAGE                       |
| Serial Number: | 78289909 | SHARPERIMAGE.COM                        |
| Serial Number: | 78195046 | SOUND SOOTHER                           |
| Serial Number: | 78162617 | SHARPER IMAGE                           |
| Serial Number: | 76424939 | SHARPER IMAGE                           |
| Serial Number: | 75505673 | IONIC BREEZE                            |
| Serial Number: | 75373491 | TURBO-GROOMER                           |
| Serial Number: | 74463622 | AUTO-DRIVE                              |
| Serial Number: | 74069903 | THE SHARPER IMAGE                       |
| Serial Number: | 74059573 | THE SHARPER IMAGE                       |
| Serial Number: | 74019215 | SOUND SOOTHER                           |
| Serial Number: | 73634556 | THE SHARPER IMAGE                       |
| Serial Number: | 73583206 | THE SHARPER IMAGE                       |
| Serial Number: | 73182118 | THE SHARPER IMAGE                       |
| Serial Number: | 77149524 | GP                                      |
| Serial Number: | 78964074 |   |
| Serial Number: | 78859252 | ICEFLOW                                 |
| Serial Number: | 78743892 | FRESHERLONGER                           |
| Serial Number: | 78694284 | OXYGENFRESH                             |
| Serial Number: | 78678652 | SHARPER IMAGE OFFICE                    |
| Serial Number: | 78666615 | ISOOTHER                                |
| Serial Number: | 78623938 | OZONEGUARD                              |
| Serial Number: | 78597097 | ZIPCONNECT                              |
| Serial Number: | 78593753 | IFRAME                                  |
| Serial Number: | 78593758 | ISPHERE                                 |
| Serial Number: | 78593761 | ITOWER                                  |
| Serial Number: | 78374591 | SHARPER IMAGE OUTLET                    |
| Serial Number: | 78341536 | "BRIGHT AS DAY!" DAYLIGHT SPECTRUM LAMP |
| Serial Number: | 78976631 | INVENTED HERE.                          |
| Serial Number: | 76424591 | SHARPER IMAGE DESIGN                    |
| Serial Number: | 76269728 | ENERGY SAVER                            |
| Serial Number: | 74667650 | TRAVEL COMPANION                        |

CORRESPONDENCE DATA

Fax Number: 2123548113

**TRADEMARK**  
**REEL: 004908 FRAME: 0927**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-819-8200  
Email: iprecordations@whitecase.com  
Correspondent Name: Andrew Fessak/White & Case LLP  
Address Line 1: 1155 Avenue of the Americas  
Address Line 2: Patent and Trademark Department  
Address Line 4: New York, NEW YORK 10036

|                         |                 |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 1179234-0012    |
| NAME OF SUBMITTER:      | Andrew Fessak   |
| Signature:              | /Andrew Fessak/ |
| Date:                   | 11/29/2012      |

**Total Attachments: 7**

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source=IV.C.02 - CA Trademarks Sharper Image and Sharper Image Hm#page2.tif  
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source=IV.C.02 - CA Trademarks Sharper Image and Sharper Image Hm#page4.tif  
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source=IV.C.02 - CA Trademarks Sharper Image and Sharper Image Hm#page7.tif

## CONFIRMATION OF TRADEMARK ASSIGNMENT

THIS CONFIRMATION OF ASSIGNMENT OF TRADEMARKS, dated as of November 29, 2012 (this "Assignment"), is made by Sharper Image Holdings LLC, a Delaware limited liability company ("Assignor"), having a place of business at 1450 Broadway, 3<sup>rd</sup> Floor, New York, NY 10018, in favor of Sharper Image Holdings and Management Corp., a Delaware corporation ("Assignee"), having a place of business at 1450 Broadway, 3<sup>rd</sup> Floor, New York, NY 10018. Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Assignment Agreement (as defined below).

### W I T N E S S E T H:

WHEREAS, Assignor owns the entire right, title and interest in, to and under the registered trademarks and trademark applications listed on Schedule A (the "Marks");

WHEREAS, Assignor and Assignee have entered into an Assignment of IP and License Agreements, dated as of November 29, 2012 (the "Assignment Agreement"), and incorporated herein by reference, pursuant to which Assignor has assigned certain assets to Assignee, including the Marks listed on Schedule A attached hereto, on the terms and conditions contained therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby confirms that it has sold, granted, conveyed, assigned, and set over unto Assignee, its successors, legal representatives, and assigns, on an exclusive basis all of its right, title and interest in and to the Marks set forth in Schedule A attached hereto and made apart hereof, including the goodwill of the businesses with which the Marks are associated, and to all of the assets, properties, contracts, rights and obligations relating thereto, including without limitation, any renewals and/or extensions thereof, for all territories of the world in perpetuity, and further including all income, royalties, and damages now and hereafter due and/or payable to Assignee, including without limitation, damages and payments for past or future infringements and misappropriations thereof, all rights to sue for past, present and future infringements or misappropriations thereof, and all rights corresponding to any of the above throughout the world. The parties agree that the terms and conditions of this Assignment, including this Section 1, are more fully set forth in the Assignment Agreement, the terms and conditions which are incorporated herein.

2. Assignor hereby authorizes and requests the Register of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, with respect to the Marks in accordance with the terms of this instrument.

3. Assignor hereby agrees to execute upon the request of Assignee such additional instruments, documents and papers as are necessary to continue, secure, defend,

register and otherwise give full effect to and to perfect the rights of Assignee under this Assignment in and to the Marks, including all documents necessary to register in the name of Assignee the assignment of the Marks with the United States Patent and Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

4. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

5. This Assignment may be executed in any number of counterparts, each of which shall be any original, but such counterparts shall together constitute but one and the same instrument. Facsimile transmission of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

IN TESTIMONY WHEREOF, the parties have caused this Assignment to be duly executed by its duly authorized officer on the date set forth above.

**SHARPER IMAGE HOLDINGS LLC,**  
as Assignor

By: 

Name: Warren Clamen

Title: President and Treasurer

**SHARPER IMAGE HOLDINGS AND  
MANAGEMENT CORP.,**  
as Assignee

By: 

Name: Warren Clamen

Title: President and Treasurer

Signature Page to Confirmation of Assignment of US Trademarks between  
Sharper Image and Sharper Image Holdings Management

## SCHEDULE A

### Registered Trademarks and Trademark Applications

| Jurisdiction | Mark  | Owner                      | Application Date | Application No. | Registration Date | Registration No. | Status     | Class(es)  |
|--------------|---|----------------------------|------------------|-----------------|-------------------|------------------|------------|------------|
| U.S.         | <b>SHARPER IMAGE</b>                            | SHARPER IMAGE HOLDINGS LLC | 9/17/2012        | 85730620        | N/A               | N/A              | Pending    | 21         |
| U.S.         | <b>SHARPER IMAGE</b>                            | SHARPER IMAGE HOLDINGS LLC | 7/10/2012        | 85672403        | N/A               | N/A              | PENDING    | 3          |
| U.S.         | <b>SHARPER IMAGE</b>                            | SHARPER IMAGE HOLDINGS LLC | 7/10/2012        | 85672414        | N/A               | N/A              | PENDING    | 9          |
| U.S.         | <b>THE SHARPER IMAGE</b>                        | SHARPER IMAGE HOLDINGS LLC | 2/21/2012        | 85548359        | N/A               | N/A              | Pending    | 28         |
| U.S.         | <b>THE SHARPER IMAGE</b>                        | SHARPER IMAGE HOLDINGS LLC | 2/21/2012        | 85548429        | N/A               | N/A              | Allowed    | 20         |
| U.S.         | <b>THE SHARPER IMAGE</b>                        | SHARPER IMAGE HOLDINGS LLC | 1/26/2012        | 85525759        | N/A               | N/A              | Allowed    | 9          |
| U.S.         | <b>SHARPER LIVING</b>                           | SHARPER IMAGE HOLDINGS LLC | 10/28/2010       | 85163515        | 1/24/2012         | 4092052          | Registered | 35         |
| U.S.         | <b>THE SHARPER IMAGE</b>                        | SHARPER IMAGE HOLDINGS LLC | 4/8/2010         | 85009119        | 4/26/2011         | 3950166          | Registered | 35         |
| U.S.         | <b>THE SHARPER IMAGE</b>                        | SHARPER IMAGE HOLDINGS LLC | 10/30/2007       | 77317210        | 9/28/2010         | 3854174          | Registered | 02, 09, 16 |
| U.S.         | <b>THE SHARPER IMAGE</b>                        | SHARPER IMAGE HOLDINGS LLC | 5/24/2007        | 77976523        | 3/10/2009         | 3588871          | Registered | 18         |
| U.S.         | <b>THE SHARPER IMAGE</b>                        | SHARPER IMAGE HOLDINGS LLC | 5/24/2007        | 77189523        | 12/7/2010         | 3886596          | Registered | 25         |
| U.S.         | <b>MISC. DESIGN (Black Half Oval/Red Bands)</b> | SHARPER IMAGE HOLDINGS LLC | 1/13/2007        | 77082621        | 11/20/2007        | 3338343          | Registered | 28         |
| U.S.         | <b>iBEAM</b>                                    | SHARPER IMAGE              | 3/23/2005        | 78593746        | 7/10/2007         | 3262414          | Registered | 9          |

| Jurisdiction | Mark                     | Owner                      | Application Date | Application No. | Registration Date | Registration No. | Status     | Class(es)                  |
|--------------|--------------------------|----------------------------|------------------|-----------------|-------------------|------------------|------------|----------------------------|
|              |                          | HOLDINGS LLC               |                  |                 |                   |                  |            |                            |
| U.S.         | <b>SHARPERIMAGE.COM</b>  | SHARPER IMAGE HOLDINGS LLC | 2/27/2004        | 78375692        | 3/28/2006         | 3074460          | Registered | 16                         |
| U.S.         | <b>THE SHARPER IMAGE</b> | SHARPER IMAGE HOLDINGS LLC | 2/27/2004        | 78375684        | 8/15/2006         | 3130633          | Registered | 16                         |
| U.S.         | <b>SHARPERIMAGE.COM</b>  | SHARPER IMAGE HOLDINGS LLC | 8/20/2003        | 78289909        | 3/1/2005          | 2928740          | Registered | 16, 35                     |
| U.S.         | <b>SOUND SOOTHER</b>     | SHARPER IMAGE HOLDINGS LLC | 12/16/2002       | 78195046        | 12/16/2003        | 2794855          | Registered | 9                          |
| U.S.         | <b>SHARPER IMAGE</b>     | SHARPER IMAGE HOLDINGS LLC | 9/10/2002        | 78162617        | 12/30/2003        | 2801489          | Registered | 16, 35                     |
| U.S.         | <b>SHARPER IMAGE</b>     | SHARPER IMAGE HOLDINGS LLC | 6/26/2002        | 76424939        | 12/30/2003        | 2801157          | Registered | 06, 07, 09, 11, 12, 18, 20 |
| U.S.         | <b>IONIC BREEZE</b>      | SHARPER IMAGE HOLDINGS LLC | 6/19/1998        | 75505673        | 9/5/2000          | 2383876          | Registered | 11                         |
| U.S.         | <b>TURBO-GROOMER</b>     | SHARPER IMAGE HOLDINGS LLC | 10/15/1997       | 75373491        | 6/20/2000         | 2360586          | Registered | 8                          |
| U.S.         | <b>AUTO-DRIVE</b>        | SHARPER IMAGE HOLDINGS LLC | 11/29/1993       | 74463622        | 11/15/1994        | 1862537          | Registered | 20                         |
| U.S.         | <b>THE SHARPER IMAGE</b> | SHARPER IMAGE HOLDINGS LLC | 6/18/1990        | 74069903        | 5/28/1991         | 1645994          | Registered | 16                         |
| U.S.         | <b>THE SHARPER IMAGE</b> | SHARPER IMAGE HOLDINGS LLC | 5/17/1990        | 74059573        | 5/28/1991         | 1646417          | Registered | 42                         |
| U.S.         | <b>SOUND SOOTHER</b>     | SHARPER IMAGE HOLDINGS LLC | 1/16/1990        | 74019215        | 10/30/1990        | 1619646          | Registered | 9                          |
| U.S.         | <b>THE SHARPER IMAGE</b> | SHARPER IMAGE HOLDINGS LLC | 2/18/1986        | 73634556        | 5/24/1988         | 1489485          | Registered | 28                         |



| Jurisdiction | Mark                                 | Owner                      | Application Date | Application No. | Registration Date | Registration No. | Status     | Class(es) |
|--------------|--------------------------------------|----------------------------|------------------|-----------------|-------------------|------------------|------------|-----------|
| U.S.         | <b>THE SHARPER IMAGE</b>             | SHARPER IMAGE HOLDINGS LLC | 2/18/1986        | 73583206        | 8/2/1988          | 1498543          | Registered | 14        |
| U.S.         | <b>THE SHARPER IMAGE</b>             | SHARPER IMAGE HOLDINGS LLC | 8/14/1978        | 73182118        | 9/29/1981         | 1171695          | Registered | 42        |
| U.S.         | <b>GP</b>                            | SHARPER IMAGE HOLDINGS LLC | 4/5/2007         | 77149524        | 6/24/2008         | 3452122          | Registered | 11        |
| U.S.         | <b>MISC. DESIGN (iTower design)</b>  | SHARPER IMAGE HOLDINGS LLC | 8/30/2006        | 78964074        | 4/29/2008         | 3421056          | Registered | 9         |
| U.S.         | <b>ICEFLOW</b>                       | SHARPER IMAGE HOLDINGS LLC | 4/11/2006        | 78859252        | 11/6/2007         | 3332440          | Registered | 11        |
| U.S.         | <b>FRESHERLONGER</b>                 | SHARPER IMAGE HOLDINGS LLC | 10/31/2005       | 78743892        | 8/7/2007          | 3277544          | Registered | 21        |
| U.S.         | <b>OXYGENFRESH</b>                   | SHARPER IMAGE HOLDINGS LLC | 8/17/2005        | 78694284        | 7/24/2007         | 3269797          | Registered | 11        |
| U.S.         | <b>SHARPER IMAGE OFFICE</b>          | SHARPER IMAGE HOLDINGS LLC | 7/26/2005        | 78678652        | 4/29/2008         | 3420037          | Registered | 20        |
| U.S.         | <b>ISOOTHER</b>                      | SHARPER IMAGE HOLDINGS LLC | 7/8/2005         | 78666615        | 1/2/2007          | 3191660          | Registered | 9         |
| U.S.         | <b>OZONEGUARD</b>                    | SHARPER IMAGE HOLDINGS LLC | 5/5/2005         | 78623938        | 10/16/2007        | 3313676          | Registered | 11        |
| U.S.         | <b>ZIPCONNECT (and arrow design)</b> | SHARPER IMAGE HOLDINGS LLC | 3/29/2005        | 78597097        | 1/16/2007         | 3199634          | Registered | 9         |
| U.S.         | <b>IFRAME</b>                        | SHARPER IMAGE HOLDINGS LLC | 3/23/2005        | 78593753        | 11/14/2006        | 3172386          | Registered | 9         |
| U.S.         | <b>ISPHERE</b>                       | SHARPER IMAGE HOLDINGS LLC | 3/23/2005        | 78593758        | 11/14/2006        | 3172387          | Registered | 9         |
| U.S.         | <b>ITOWER</b>                        | SHARPER IMAGE              | 3/23/2005        | 78593761        | 11/14/2006        | 3172388          | Registered | 9         |

| Jurisdiction | Mark  | Owner                      | Application Date | Application No. | Registration Date | Registration No. | Status     | Class(es)                  |
|--------------|---|----------------------------|------------------|-----------------|-------------------|------------------|------------|----------------------------|
|              |   | HOLDINGS LLC               |                  |                 |                   |                  |            |                            |
| U.S.         | <b>SHARPER IMAGE OUTLET</b>                               | SHARPER IMAGE HOLDINGS LLC | 2/26/2004        | 78374591        | 7/17/2007         | 3265687          | Registered | 35                         |
| U.S.         | <b>"BRIGHT AS DAY!" DAYLIGHT SPECTRUM LAMP and Design</b> | SHARPER IMAGE HOLDINGS LLC | 12/16/2003       | 78341536        | 3/13/2007         | 3218556          | Registered | 11                         |
| U.S.         | <b>INVENTED HERE, and Design</b>                          | SHARPER IMAGE HOLDINGS LLC | 11/10/2003       | 78976631        | 11/28/2006        | 3178658          | Registered | 07, 08, 09, 11, 14, 21     |
| U.S.         | <b>SHARPER IMAGE DESIGN</b>                               | SHARPER IMAGE HOLDINGS LLC | 6/26/2002        | 76424591        | 1/6/2004          | 2803361          | Registered | 08, 09, 11, 12, 14, 20, 21 |
| U.S.         | <b>ENERGY SAVER and Design</b>                            | SHARPER IMAGE HOLDINGS LLC | 6/11/2001        | 76269728        | 4/15/2003         | 2707773          | Registered | 11                         |
| U.S.         | <b>TRAVEL COMPANION</b>                                   | SHARPER IMAGE HOLDINGS LLC | 4/27/1995        | 74667650        | 6/17/1997         | 2072379          | Registered | 09, 11, 14                 |