

10-12-1999

ONLY

1437.005 #T4



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To the Honorable Commissioner

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Jewelmont Corporation**

- Individual(s)
- General Partnership
- Corporation-State **Minnesota**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance: **MRD 10-7-99**

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **April 6, 1999**

Name: **JewelAmerica Inc.**

Internal Address:

Street Address: **119 West 40th Street**

City: **New York** State: **NY** ZIP: **10018**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **New York**
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See U.S. regs. on attached Schedule A

Additional numbers  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Jane Linowitz, Esq.**

Internal Address: **Levisohn, Lerner, Berger & Langsam**

Street Address: **757 Third Avenue, Suite 2400**

City: **New York** State: **NY** ZIP: **10017**

6. Total number of applications and registrations involved: **15**

7. Total fee (37 CFR 3.41):.....\$ **\$390.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

In case of deficiency or overpayment: **02-2105**

DO NOT USE THIS SPACE

10/08/1999 MTHALL 00000127 73196632

01 FC: 40.00 DP  
02 FC: 350.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

**Jane Linowitz**

Name of Person Signing

Signature

**October 4, 1999**

Date

Total number of pages including cover sheet, attachments, and

**4**

SCHEDULE A

<b>Registered Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
<u>United States:</u>			
J	73-196,632	1,137,852	7/15/80
Jewelmont	72-370,512	913,304	6/8/71
Jewelmont & Design	72-128,092	740,617	11/13/62
Jewelmont & Design	72-210,355	795,218	8/31/65
G & Arrow Design	71-346,224	313,578	6/5/34
Jene	73-749,180	1,550,080	8/1/89
Triangular Design	72-370,511	919,781	9/7/71
Triangular Logo (w/o hands)	74-502,496	1,955,344	2/6/96
Jewelscope	73-309,355	1,232,553	3/29/83
Altmont	72-128,093	746,575	3/12/63
Golden Mist	74-203,710	1,812,884	12/21/93
Golden Ice	74-712,964	2,070,528	6/10/97
Carol D.	74-713,769	2,122,088	12/16/97
La Mode	72-183,630	775,348	8/18/64
Jewelstar	74-017,420	1,618,672	10/23/90
<u>Canada:</u>			
Jene	698,603	425,242	3/18/94
Triangular Design	683,975	438,943	2/10/95
Triangular Logo (w/o hands)	771,979	488,550	1/29/98
Jewelfire & Design	466,097	298,426	12/21/84

## ASSIGNMENT

This Trademark Assignment ("Assignment") is made the 6<sup>th</sup> day of April, 1999, between Jewelmont Corporation, a Minnesota corporation ("Assignor") having an address at 800 Boone Avenue North, Golden Valley, Minnesota 55427, and JewelAmerica Inc., a New York corporation ("Assignee") having an address at 119 West 40<sup>th</sup> Street, New York, NY 10018.

WHEREAS,

I. Assignor has used and is the owner of certain trademarks identified in Schedule A hereto, together with common law rights therein (hereinafter, the "Trademarks"); and

II. The Trademarks are the subject of federal registrations, applications or oppositions, details of which are set out in Schedule A hereto; and

III. Assignor has agreed to assign to Assignee all rights of Assignor in the Trademarks, including all property, right, title and interest in and to the Trademarks, including the registrations, applications or oppositions listed in Schedule A hereto, and the goodwill associated therewith.

NOW THIS DEED WITNESSETH AS FOLLOWS:

For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Assignor hereby assigns and conveys to Assignee all Assignor's rights in the Trademarks, including all property, right, title, and interest in and to the Trademarks, and the registrations, applications for registration or oppositions listed in Schedule A hereto, the common law rights therein, the goodwill associated with the business in which the Trademarks are used, to hold the same unto Assignee absolutely.

IN WITNESS WHEREOF, Assignor has executed this Assignment the date and year first written above.

JEWELMONT CORPORATION

By: 

Robert K. Leeds, President

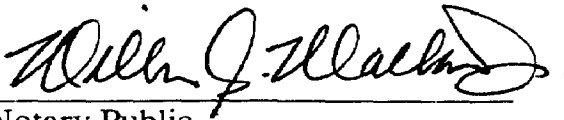
STATE OF NEW YORK )

:

COUNTY NEW YORK )

BEFORE ME, on this day personally appeared ROBERT K. LEEDS, known to me to be the person whose name is subscribed to the foregoing instrument on behalf of Jewelmont Corporation and acknowledged to me that they executed the same on behalf of the corporation and acknowledged to me that they executed the same on behalf of the corporation for the purposes and consideration expressed.

Subscribed to and sworn to before me this 6th day of April, 1999

  
Notary Public

WILLIAM S. WALKER, JR.  
NOTARY PUBLIC, State of New York  
No. 01WA5059754  
Qualified in Kings County  
Commission Expires May 6, 2000