

11/01/99
 Docket Nos. 117/040, 120/029, 131/004, 150/025, 153/015, 221/026, 221/027, 222/007, 222/008, 222/009, 222/123, 224/227, 234/249, 234/251, 242/077, 243/011, 227/071, 236/124 and 236/125

FORM PTO-1595
 1-31-92

**RECORDATION FORM COVER SHEET
 TRADEMARK**

11-04-1999



To the Honorable Commissioner of Patents and Trademarks. Please record the attached origin

1. Name of conveying party: GEMOLOGICAL INSTITUTE OF AMERICA, INC.

- Individual
- General Partnership
- Corporation
- Other
- Association
- Limited Partnership
- State: Ohio

Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of re:

101191878

Name: GEMOLOGICAL INSTITUTE OF AMERICA, INC.

Internal Address: _____

City: _____ State: _____ Zip: _____

Street Address: 5345 Armada Drive

City: Carlsbad State: CA Zip: 92008

- Individual(s) Citizenship _____
- Association _____
- General Partnership
- Limited Partnership
- Corporation State California
- Other

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: October 26, 1999

4. Application number(s) or Trademark number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No(s): See Attached List

B. Trademark No(s): See Attached List

Additional numbers attached? Yes No

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

Name: Brent D. Sokol

Internal Address: LYON & LYON LLP
633 West Fifth Street, Suite 4700
Los Angeles, CA 90071-2066
 Phone: (213) 489-1600

6. Total number of applications and trademarks involved: 19

7. Total fee (37 CFR 3.41):

\$ 760.00

- Enclosed
- Charge this Deposit Account if any additional fee is required

8. Deposit Account Number: 12-2475

DO NOT USE THIS SPACE

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.

Brent D. Sokol

Date: 10/29/99

Brent D. Sokol, Reg. No. 38,621

Total number of pages including cover sheet: 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

11/03/1999 DMGUYEN 00000122 122475 671824 Commissioner of Patents and Trademarks

01 FC:481 40.00 CH
 02 FC:482 450.00 CH

Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

CONTINUATION OF FORM PTO-1595, SECTION 4

Registrations

<u>Registration Number</u>	<u>Registration Date</u>	<u>L&L Docket No.</u>
671,824	12/30/1958	117/040
689,457	12/08/1959	120/029
533,880	11/28/1950	131/004
1,084,305	01/31/1978	150/025
1,138,073	07/22/1980	153/015
1,212,249	10/12/1982	221/026
1,258,325	11/22/1983	221/027
2,236,549	04/06/1999	222/007
2,231,410	03/16/1999	222/008
2,236,548	04/06/1999	222/009
2,254,924	06/22/1999	222/123

Applications

<u>Application Serial Number</u>	<u>Filing Date</u>	<u>L&L Docket No.</u>
75/262,843	03/24/97	224/227
75/721,817	06/03/99	234/249
75/721,948	06/03/99	234/251
75/725,899	06/04/99	242/077
75/721,940	06/04/99	243/011
75/723,655	06/07/99	227/071
75/533,879	08/11/98	236/124
75/534,336	08/11/98	236/125

ASSIGNMENT

WHEREAS **GEMOLOGICAL INSTITUTE OF AMERICA, INC.**, a corporation organized under the laws of the State of Ohio with its principal place of business at 5345 Armada Drive, Carlsbad, California 92008 (hereinafter referred to as "ASSIGNOR"), owns the following marks ("Marks"), for which applications for trademark registration in the United States or foreign countries have been executed and filed and/or granted:

Registrations

<u>Registration Number</u>	<u>Registration Date</u>
671,824	12/30/1958
689,457	12/8/1959
533,880	11/28/1950
1,084,305	1/31/1978
1,138,073	7/22/1980
1,212,249	10/12/1982
1,258,325	11/22/1983
2,236,549	4/6/1999
2,231,410	3/16/1999
2,236,548	4/6/1999
2,254,924	6/22/1999

Applications

<u>Application Serial Number</u>	<u>Application Date</u>
75/262,843	03/24/97
75/721,817	06/03/99
75/721,948	06/03/99
75/725,899	06/04/99

75/721,940

06/04/99

75/723,655

06/07/99

75/533,879

08/11/98

75/534,336

08/11/98

and WHEREAS **GEMOLOGICAL INSTITUTE OF AMERICA, INC.**, a corporation organized and existing under and by virtue of the laws of the State of California and having its principal place of business at 5345 Armada Drive, Carlsbad, California 92008 (hereinafter referred to as "ASSIGNEE"), is the successor to ASSIGNOR's business and is desirous of acquiring the exclusive right, title, and interest in, to, and under such Marks or similar legal protections to be obtained therefor in the United States, its territorial possessions and/or in any and all countries foreign thereto;

NOW, THEREFORE, as part of a merger agreement entered by ASSIGNOR and ASSIGNEE, and for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto ASSIGNEE and its successors and assigns the full and exclusive right, title, and interest in, to, and under said Marks and to all registrations or applications or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said Marks by said applications, and any and all claims which may have arisen thereunder prior to the date of this Assignment, including any cause of action for past infringement which may have arisen prior to the date of this Assignment, together with the goodwill of the business associated with the Marks; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to register said Marks or any legal equivalents thereof based on any pending U.S. trademark application to said ASSIGNEE and its successors and assigns in accordance with this Assignment.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.

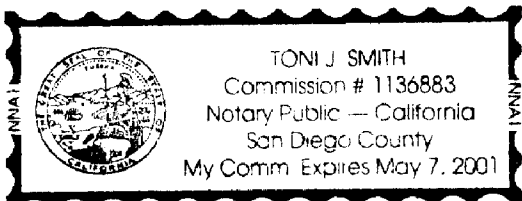
ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said Marks, said applications, said registrations and legal equivalents as may be known and accessible to ASSIGNOR and covenants that ASSIGNOR will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, register and enforce said Marks, said applications, said registrations and/or legal equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

Signed at Carlsbad, California, this 26 day of October, 1999.

By: [Signature]
Name: Robert J. Buscher
Title: Secretary
Gemological Institute of America, Inc.

STATE OF California)
))
COUNTY OF San Diego) ss.

On this 26th day of October, 1999, before me, a Notary Public, personally appeared Robert J. Buscher, known to me to be the person or proved to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



[Signature]
Notary Public in and for
said County and State

LA-104824