

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

11-30-2000



101532130

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
TRADEMARK

ER SHEET

Attorney Docket No. 46501-0001

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New
 Resubmission (Non-Recordation)
Document ID # _____
 Correction of PTO Error
Reel # _____ Frame # _____
 Corrective Document
Reel # _____ Frame # _____

*MPS
10.31.00*

Conveyance Type

Assignment License
 Security Agreement
 Merger
 Change of Name
 Other _____
Effective Date
Month Day Year
October 25, 2000

Conveying Party

Mark if additional names of conveying parties attached

Name Andel Jewelry Corp.

Individual General Partnership Limited Partnership Corporation
 Association Other

Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name Andel Jewelry, LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 31-00 47th Avenue

Address (line 2) Long Island City, New York 11101

Address (line 3) _____

Individual General Partnership Limited Partnership
 Corporation Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Delaware

40.5

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

TRADEMARK
REEL: 002183 FRAME: 0756

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number (202) 467-7789

Name Michelle R. Myers

Address (line 1) Morgan, Lewis & Bockius LLP

Address (line 2) 1800 M Street, N.W.

Address (line 3) Washington, D.C. 20036-5869

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

7

Trademark Application Number(s) or Registration Number(s)

Trademark Application Number(s)

75/784,804
75/738,705

Registration Number(s)

1,645,167

Number of Properties Enter the total number of properties involved.

3

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90.00

Method of Payment: Enclosed

Deposit Account _____

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: 13-4520

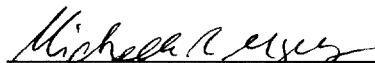
Authorization to charge additional fees: Yes No _____

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. Charges to deposit account are authorized, as indicated herein.

Michelle R. Myers

Name of Person Signing



Signature

October 31, 2000

Date Signed

TRADEMARK ASSIGNMENT

This Trademark Assignment is dated as of October 25 2000 (this "Assignment") from and by ANDEL JEWELRY CORP., a New York corporation ("Assignor"), in favor of ANDEL JEWELRY, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH

WHEREAS, pursuant to that certain AJC Asset Contribution Agreement dated as of the date hereof by and among Assignor, Assignee, Khajak Tirakian, Joseph Manber and The Khajak Tirakian Grantor Retained Annuity Trust (as the same may be amended, supplemented or modified from time to time, the "Contribution Agreement;" capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Contribution Agreement), which provides for, among other things, the contribution by Assignor to Assignee of the AJC Assets; and

WHEREAS, Assignor owns all right, title and interest in and to the marks listed on the attached Schedule A (collectively, the "Marks"), any pending applications for registration or registrations therefor, all common law rights related thereto and the goodwill of the business developed through the use thereof; and

WHEREAS, pursuant to and in connection with the Contribution Agreement, Assignor desires to assign, transfer and convey all of its right, title and interest in and to the Marks to Assignee; and

WHEREAS, Assignee is the successor in interest to the portion of the business of Assignor to which the Marks pertain and such business is ongoing and existing.

NOW, THEREFORE, pursuant to and in connection with the Contribution Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Assignment.** Assignor does hereby assign, transfer and convey, free and clear of all Encumbrances, other than Permitted Encumbrances, all of Assignor's right, title, and interest in and to the Marks, any pending applications for registration or registrations therefor, all common law rights related thereto and the goodwill of the business symbolized by the Marks to Assignee to be held and enjoyed by the Assignee, its successors, assigns and other legal representatives and any and all rights to sue for, collect and retain damages predicated on present

or future infringements of the Marks, as well as all other claims and rights to damages associated with the Marks, whether predicated on past, present or future actions or omissions, and whether currently known or unknown.

2. Further Assurances. (a) Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Marks.

(b) Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks.

(c) Assignor's assignment of the Marks to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all of Assignor's rights (legal, equitable, use and otherwise) in the Marks whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in or to the Marks.

3. Contribution Agreement. The execution and delivery of this Assignment shall not be (nor be deemed to be) a waiver or discharge of any representation, warranty, covenant, or agreement of Assignor or Assignee in or under the Contribution Agreement, and such execution and delivery shall not be deemed a modification or amendment of any provision of the Contribution Agreement in any respect.

4. Amendment. This Assignment may be amended or modified, and any terms hereof may be waived, only by a written instrument executed by both of the parties hereto.

5. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile shall be effective as delivery of a manually executed counterpart of this Assignment.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

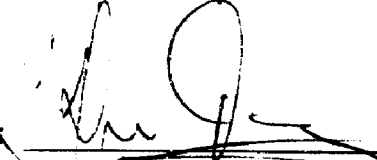
7. Governing Law. This Assignment shall in all respects be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law (whether of the State of New York or any other jurisdiction) that

would cause the application of the Laws of any other jurisdiction other than the State of New York.

[Signature page follows]

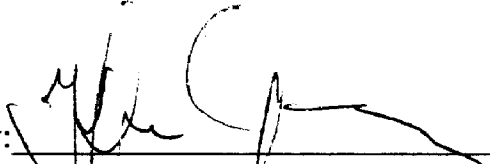
IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized officer as of the date first written above.

ANDEL JEWELRY CORP.

By: 
Name: Khajak Tirakian
Title: President

ACCEPTED:

ANDEL JEWELRY, LLC

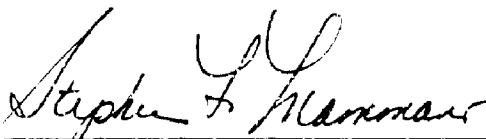
By: 
Name: Khajak Tirakian
Title: President

[Signature page to Trademark Assignment]

STATE OF NEW YORK)

QUEENS : SS:
COUNTY OF NEW YORK)

On this 25 day of OCTOBER, 2000 before me personally appeared Khajak Tirakian, to me known to be the person who executed the foregoing Trademark Assignment, who being by me duly sworn, deposes and says that he is the President of Andel Jewelry Corp., a New York corporation, which executed the foregoing Trademark Assignment; and that he signed his name thereto pursuant to authority granted to him by the board of directors of such corporation.



Notary Public

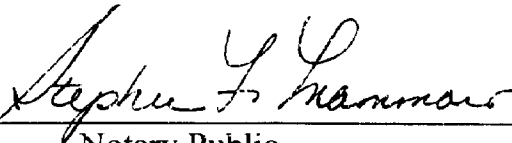
Stephen F Mammano
Notary Public, State of NY
County of Nassau

Notary #01MA6008633
Commission Expires June 15, 20 02

STATE OF NEW YORK)

QUEENS : SSJ
COUNTY OF ~~NEW YORK~~)

On this 25 day of OCTOBER, 2000 before me personally appeared Khajak Tirakian, to me known to be the person who executed the foregoing Trademark Assignment, who being by me duly sworn, deposes and says that he is the President of Andel Jewelry, LLC, a Delaware limited liability company, which executed the foregoing Trademark Assignment; and that he signed his name thereto pursuant to authority granted to him by the board of directors of such corporation.



Notary Public

Stephen F Mammano
Notary Public, State of NY
County of Nassau
Notary #01MA6008633

Commission Expires June 15, 2002

SCHEDULE A

<u>Mark</u>	<u>Country of Registration/Application</u>	<u>Serial No.</u>	<u>Filing Date</u>
MAJOR	U.S.	75/784,804	August 26, 1999
AMAZING DIAMOND	U.S.	75/738,705	June 28, 1999
ADL	U.S.	1,645,167	May 21, 1991
ADL	Canada	TMA516,415	September 16, 1999

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RECORDED: 10/31/2000

TRADEMARK
REEL: 002183 FRAME: 0764