

01-14-2002



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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 #

Conveyance Type

- Assignment () License
- Security Agreement () Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

() Mark if additional names of conveying parties attached

Execution Date
5/25/01

Name LEO SCHACHTER DIAMONDS, L.L.C.

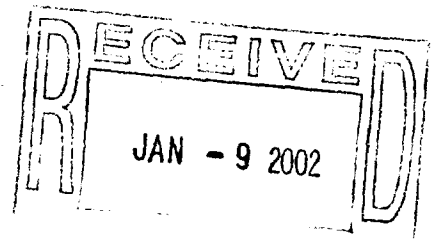
Formerly

- 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 MY DIAMOND PLACE, LTD.



Composed of

Address (line 1) c/o Trident Trust Company (B.V.I.) Ltd.

Address (line 2) Trident, Chambers, Wickhams Cay, P.O. Box 146, Road Town,

Address (line 3)	<u>Tortola</u> City	<u>British Virgin Island</u> State/Country	<u>N/A</u> Zip Code
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- Individual () General Partnership () Limited Partnership () 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. (Designation must be a separate document from Assignment.)
- Corporation () Association
- Other
- Citizenship/State of Incorporation/Organization British Virgin Islands

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FOR OFFICE USE ONLY

1) FC:481	40.00 OP
2) FC:482	125.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002422 FRAME: 0395

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 (212) 697-3750

Name Lisa A. Pieroni

Address (line 1) Kirschstein, Ottinger, Israel & Schiffmiller, P.C.

Address (line 2) 489 Fifth Avenue, 17th Floor

Address (line 3) New York, New York 10017-6105

Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 4

Trademark Application Number(s) or Registration Number(s) () Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)
<u>75/924,458; 76/167,105; 76/183,981; and 76/186,498</u>	<u>2,350,971 and 2,424,157</u>

Number of Properties Enter the total number of properties involved. # 6

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 165.00

Method of Payment: Enclosed (X) Deposit Account ()

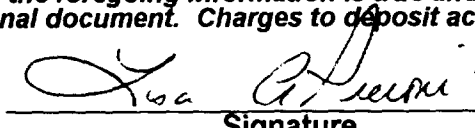
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 11-1145

Authorization to charge additional fees: Yes (X) 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.

Lisa A. Pieroni  October 31, 2001

Name of Person Signing Signature Date

ASSIGNMENT

WHEREAS, LEO SCHACHTER DIAMONDS, L.L.C., a New York limited liability company with a place of business at 579 Fifth Avenue, New York, New York 10017 (hereinafter "ASSIGNOR"), is the owner of all right, title and interest throughout the world in and to certain trademarks, including the trademark registrations and applications for registration thereof and the common law rights pertaining thereto (hereinafter the "MARKS"), identified in Schedule A hereto, and incorporated herein by reference, and is the owner of the goodwill of the business symbolized by the MARKS and connected with the use thereof; and

WHEREAS, ASSIGNOR is the owner of the Internet domain names identified in Schedule B hereto (hereinafter the "DOMAIN NAMES"), and has obtained the registration of each of the DOMAIN NAMES with the respective domain name registration agencies as also identified in Schedule B hereto (hereinafter the "DOMAIN NAME REGISTRATIONS"); and

WHEREAS, ASSIGNOR is the owner of all right, title and interest throughout the world in and to certain trade names and the common law rights pertaining thereto (hereinafter the "TRADE NAMES" and, together with the MARKS, DOMAIN NAMES and DOMAIN NAME REGISTRATIONS, the "PROPERTY"), identified in Schedule C hereto, and incorporated herein by reference, and is the owner of the goodwill of the business symbolized by the TRADE NAMES and connected with the use thereof; and

WHEREAS, MY DIAMOND PLACE, LTD., a British Virgin Islands International Business Corporation with a place of business at c/o Trident Trust Company (B.V.I.) Ltd., Trident Chambers, Wickhams Cay, P.O. Box 146, Road Town, Tortola, British Virgin Islands (hereinafter "ASSIGNEE"), is desirous of acquiring all of ASSIGNOR's right, title and interest in and to the PROPERTY, together with the applications therefor and registrations thereof and the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNOR hereby does assign, transfer and convey, effective as of the date hereof, to ASSIGNEE, its successors, legal representatives and assigns, all of ASSIGNOR's right, title, and interest in and to the PROPERTY (including, without limitation, the United States trademark applications and registrations therefor and all other registrations and applications for registration of the PROPERTY in all jurisdictions), together with the goodwill of that portion of ASSIGNOR'S business symbolized thereby, including without limitation, the right to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the PROPERTY, or any license, agreement, contract or other matter relating thereto.

ASSIGNOR warrants that the PROPERTY identified in Schedules A, B and C is free and clear of any liens, pledges, security interests and encumbrances, and that it has full and complete power and authority to sell, transfer and assign the PROPERTY to ASSIGNEE.

2. ASSIGNOR hereby agrees to authorize and request the Commissioner of Patents and Trademarks of the United States of America and the appropriate officers of all other jurisdictions in which the PROPERTY is registered or in which an application for registration of one or more of the PROPERTY is pending, to record the title of ASSIGNEE, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the PROPERTY, together with all goodwill of the business associated with and symbolized by the PROPERTY, and to issue the Certificate of Registration resulting from any such application for registration of the PROPERTY or renewal of any existing registration of the PROPERTY to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNOR agrees that it will execute and deliver, or cause to be executed and delivered, to ASSIGNEE or ASSIGNEE's legal representatives, any other or additional assignments, documents, certificates, powers or other writings, and take all additional actions, as may be necessary to transfer the PROPERTY to ASSIGNEE, to effectuate and validate this Assignment, to record this Assignment of the MARKS to ASSIGNEE with the United States Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions in which the MARKS are or may be registered or in which applications for registration of one or more of the MARKS are pending, and to record the transfer of the DOMAIN NAMES and DOMAIN NAME REGISTRATIONS to ASSIGNEE with the appropriate domain name registration agencies by or through which the DOMAIN NAME REGISTRATIONS are or may be registered, under the relevant laws of the United States or any other jurisdictions.

3. ASSIGNOR shall have a non-exclusive worldwide right to use the TRADE NAMES until and including December 31, 2001 in connection with its business existing as of the date hereof. ASSIGNOR's right to continued use of the TRADE NAMES after December 31, 2001 may be extended by mutual written consent of the parties.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this 25th day of May, 2001.

LEO SCHACHTER DIAMONDS, L.L.C.
A New York limited liability company

By: Eric R. Austein
Name: ERIC R. AUSTEIN
Title: MANAGING MEMBER

SEAL

State of New York)
County of Kings) ss

On this 25th day of May, 2001, before me personally appeared Eric R. Austein to me personally known, who being duly sworn, did say that he/she is the MANAGING MEMBER of LEO SCHACHTER DIAMONDS, L.L.C. and that he/she duly executed the foregoing instrument for and on behalf of LEO SCHACHTER DIAMONDS, L.L.C., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said limited liability company.

[Signature]
Notary Public

SCHEDULE A

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE
LEO			75/924458	2/22/00
LEO SCHACHTER THE WORLD'S DIAMONDAIRES			76/167105	11/16/00
DIAMOND EDUCATION SYSTEM			76/183981	12/20/00
LEO			76/186498	12/27/00
THE CUT OF ULTIMATE BRILLIANCE	2350971	5/16/00		
BRILLIANT ROSE	2424157	1/23/01		

FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS

TRADEMARK	COUNTRY	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE
LEO	CANADA			1053579	4/4/00
THE WORLD'S DIAMONDAIRES	CANADA			1053578	4/4/00
LEO	CTM			2012920	12/21/00
THE WORLD'S DIAMONDAIRES	CTM			2013662	12/21/00
LEO	U.K	2227121	10/27/00		
THE WORLD'S DIAMONDAIRES	U.K	2227120	9/15/00		

COMMON LAW TRADEMARKS

LEO WATCHES
LEO CUT
LEO SCHACHTER
LEO SCHACHTER DIAMONDS