

01-16-2002



RE

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

Submission Type	Conveyance Type
<input checked="" type="checkbox"/> New	<input checked="" type="checkbox"/> Assignment () License
<input type="checkbox"/> Resubmission (Non-Recordation) Document ID#	<input type="checkbox"/> Security Agreement () Nunc Pro Tunc Assignment Effective Date
<input type="checkbox"/> Correction of PTO Error Reel # Frame #	<input type="checkbox"/> Merger Month Day Year
<input type="checkbox"/> Corrective Document Reel # Frame #	<input type="checkbox"/> Change of Name
	<input type="checkbox"/> Other

Conveying Party () Mark if additional names of conveying parties attached

Execution Date
7/17/01

Name LEO SCHACHTER DIAMONDS, L.L.C.

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization NEW YORK

76219214

Receiving Party () Mark if additional names of receiving parties attached

Name DIAMINTANGIBLES INTERNATIONAL, LTD.

Composed of

Address (line 1) Trident Corporate Services (Bahamas) Ltd.

Address (line 2) 1st Floor, King Court, Bay Street, P.O. Box N-3944

Address (line 3) Nassau Bahamas N/A
City State/Country Zip Code

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 Bahamas

01/15/2002 TDIAZ1 00000262 76219214 FOR OFFICE USE ONLY

01 FC:481 40.00 OP

02 FC:482 150.00 OP

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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: 002424 FRAME: 0759

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.

5

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)

76/219,214; 76/219,256; 76/232,735; 76/244,005; and
76/258,178

2,358,181 and 2,358,455

Number of Properties

Enter the total number of properties involved.

6

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 190.00

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

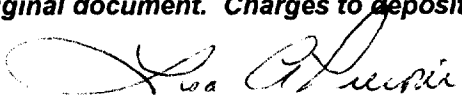
Authorization to charge additional fees: Yes (X)

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
Name of Person Signing


Signature

October 31, 2001
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, DIAMINTANGIBLES INTERNATIONAL, LTD., a Bahamian corporation with a place of business at c/o Trident Corporate Services (Bahamas) Ltd., 1st Floor, Kings Court, Bay Street, P.O. Box N-3944, Nassau, Bahamas (hereinafter "ASSIGNEE"), is desirous of acquiring all of ASSIGNOR's right, title and interest throughout the world in and to the MARKS, 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 MARKS (including, without limitation, the United States trademark applications and registrations therefor and all other registrations and applications for registration of the MARKS 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 MARKS, or any license, agreement, contract or other matter relating thereto.

ASSIGNOR warrants that the MARKS identified in Schedule A are 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 MARKS 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 any of the MARKS is registered or in which an application for registration of one or more of the MARKS 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 MARKS, together with all goodwill of the business associated with and symbolized by the MARKS, and to issue the Certificate of Registration resulting from any such application for registration of the MARKS or renewal of any existing registration of the MARKS 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 MARKS 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, under the relevant laws of the United States or any other jurisdictions.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this 17 day of July, 2001.

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

By: *Eric R. Austein*
Name: Eric R. Austein
Title: Managing Director

SEAL

State of New York)
County of Kings) ss

On this 17 day of July, 2001, before me personally appeared *Eric R. Austein* to me personally known, who being duly sworn, did say that he/she is the *Director* 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.

Lisa M. Lefkovich
Notary Public

LISA M. LEFKOVICH
Notary Public, State of New York
No. 01LE5032788
Qualified in Kings County
Commission Expires Sept. 6, 2002

DIAMINTANGIBLES INTERNATIONAL, LTD.
A Bahamian corporation

By: M. Namdar

Name: Moshe Namdar

Title: Managing Director

SEAL

State of _____)
County of _____) ss

On this 12 day of July, 2001, before me personally appeared Moshe Namdar to me personally known, who being duly sworn, did say that he/she is the director of DIAMINTANGIBLES INTERNATIONAL, LTD. and that he/she duly executed the foregoing instrument for and on behalf of DIAMINTANGIBLES INTERNATIONAL, LTD., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

A. J. Bell
Notary Public
A. J. S. L. L. L.
A. J. S. L. L. L.

SCHEDULE A**UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS**

TRADEMARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE
VERITE			76/219214	3/5/01
CUPID'S MARK			76/219256	3/5/01
A PASSION FOR BRILLIANCE			76/232735	3/30/01
THE VISIONE DIAMOND			76/244005	4/23/01
I CAN HAVE A PIECE OF THE MAGIC FOREVER			76/258178	5/17/01
FOREVER DIAMOND	2358181	6/13/00		
FIRST LIGHT	2358455	6/13/00		

FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS

TRADEMARK	COUNTRY	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE
BRILLIANT STAR	CANADA			1092750	2/14/01
FIRST LIGHT	CANADA	528039	5/18/00		
FOREVER DIAMOND	CANADA	543425	4/4/01		
BRILLIANT STAR	CHINA			2001008984	1/15/01
FOREVER DIAMOND	CHINA			9800086124	7/30/98
BRILLIANT STAR	CTM			2018299	12/22/00
FIRST LIGHT	CTM	893644	11/17/99		
FOREVER DIAMOND	CTM			868257	7/6/98
BRILLIANT STAR	HONG KONG			2000/27737	12/22/00
FOREVER DIAMOND	HONG KONG	B04864 of 2000	7/8/98		

BRILLIANT STAR	INDIA			990215	2/14/01
FOREVER DIAMOND	INDIA			990214	2/14/01
BRILLIANT STAR	ISRAEL			145311	12/27/00
BRILLIANT STAR	JAPAN			2000-139695	12/26/00
BRILLIANT STAR	KOREA			2001-5564	2/15/01
FIRST LIGHT	MEXICO	596,462	12/11/98		
FOREVER DIAMOND	MEXICO			352763	11/3/98
FOREVER DIAMOND	RUSSIA	197768	12/18/00		
BRILLIANT STAR	SOUTH AFRICA			2001-02453	2/14/01
FOREVER DIAMOND	SOUTH AFRICA			20012454	2/14/01
BRILLIANT STAR	TAIWAN			(90)005117	2/19/01
FOREVER DIAMOND	TAIWAN			(87)037582	8/1/98
BRILLIANT STAR	THAILAND			450099	4/2/01

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