

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

James Allen Diamonds, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Maryland
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) July 19, 2006

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: R2NET LLC

Internal

Address: Suite 1805

Street Address: 6 East 45th Street

City: New York

State: NY

Country: United States Zip: 10017

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78549589

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

"James Allen"--Standard Character Mark

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

Name: Henry M. Abromson, Esq

Internal Address: Suite E

Street Address: 75 Thomas Johnson Drive

City: Frederick

State: Maryland Zip: 21702

Phone Number: 301-696-9396

Fax Number: 301-696-9397

Email Address: hmabromson@gblaw.us

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 9196
Expiration Date 01/09

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Henry M. Abromson
Signature

August 8, 2006
Date

Henry M. Abromson
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

OP \$40.00 78549589

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made as of this 19th day of July, 2006 (the "Effective Date"), by James Allen Diamonds, Inc., a Maryland corporation with a principal office at 1291 Riverbend Way, Suite A, Frederick, Maryland 21701 ("Assignor").

WHEREAS, pursuant to the Operating Agreement of R2NET LLC, a New York limited liability company ("R2NET" or "Assignee"), dated July 19, 2006 (the "Operating Agreement"), among Assignor, Oded Edelman and Roie Edelman, Assignor is obligated to transfer all of its assets (the "Assets", as defined in the Operating Agreement) to R2NET LLC; and

WHEREAS, the Assets include those United States trademark properties identified and set forth on Schedule A annexed hereto (the "Trademarks"); and

WHEREAS, Assignor has adopted, used and is using the Trademarks, and, to the best of its knowledge, it is the record owner or registered applicant of the United States registrations of said Trademarks; and

WHEREAS, Assignor desires to transfer its entire worldwide right, title and interest in and to the Trademarks and any and all common law trademark rights that Assignor may have as of the date hereof, free and clear of any liens and encumbrances; Assignor has full rights to assign all of the right title and interest in and to the Trademarks; and Assignor has not executed and will not execute any agreement or other instrument in conflict herewith; and

WHEREAS, Assignee desires to acquire the entire worldwide right, title and interest in and to the Trademarks, together with the goodwill symbolized thereby and the United States and applications thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby:

1. Assign, transfer and set over to Assignee, the entire worldwide right, title and interest in and to the Trademarks and any common law trademark rights that Assignor may have as of the date hereof, the goodwill symbolized thereby, and the registrations and/or applications thereof, all free and clear of all liens, encumbrances, obligations and liabilities or claims of third parties.

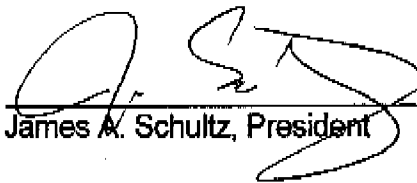
2. Agree to execute any and all documents, agreements, affidavits or other documents or filings necessary to implement the transfer of all rights, title and interest in and to the Trademarks to Assignee as provided in this Assignment.

3. Covenant and agree that this Assignment and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor and that this Assignment and all of the terms hereof are binding on Assignor's successors, assigns, legal representatives or nominees.

4. This Assignment may be executed in separate counterparts, each of which shall be an original and all of which shall be deemed to be one and the same instrument.


5. A photocopy of an original, executed copy of this document will be deemed an original, executed copy of the document for all intents and purposes.

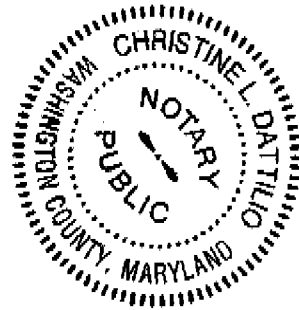
JAMES ALLEN DIAMONDS, INC.

By: 
James A. Schultz, President

STATE OF MARYLAND)
) ss.:
COUNTY OF FREDERICK)

Sworn to before me this
19th day of July, 2006


Notary Public



My Commission Expires 06/01/2007