

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):

R2NET LLC

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation- State: New York  
☐ Other \_\_\_\_\_

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      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: JamesAllen.com LLC

Internal

Address: Suite A

Street Address: 1291 Riverbend Way

City: Frederick

State: MD

Country: United States Zip: 21702

- ☐ Association      Citizenship \_\_\_\_\_  
☐ General Partnership      Citizenship \_\_\_\_\_  
☐ Limited Partnership      Citizenship \_\_\_\_\_  
☐ Corporation      Citizenship \_\_\_\_\_  
☒ Other Limited Liability Company      Citizenship United States

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@ghlaw.us

### 6. Total number of applications and registrations involved:

1

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

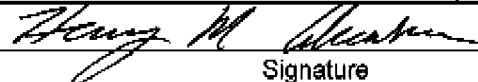
- ☒ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed

### 8. Payment Information:

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

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

### 9. Signature:



Signature

Henry M. Abromson

Name of Person Signing

August 10, 2006

Date

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

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0148 or by mail to the  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

700280843

REEL: 003367 FRAME: 0354

OP \$40.00 78549589

### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made as of this 19<sup>th</sup> day of July, 2006 (the "Effective Date"), by R2NET LLC, a New York limited liability company with its principal place of business at 6 East 45<sup>th</sup> Street, Suite 1805, New York, NY 10017 ("Assignor").

WHEREAS, pursuant to the Operating Agreement of Assignor, dated July 19, 2006 (the "Operating Agreement"), Assignor is obligated to transfer all of the assets transferred, assigned and conveyed by James Allen Diamonds, Inc. ("JA") to the Assignor (the "Assets", as defined in the Operating Agreement) to JamesAllen.com LLC ("Assignee"); 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, 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.

R2NET LLC

By:   
Oded Edelman, President

*NEW YORK*  
STATE OF MARYLAND )  
*NEW YORK* ) ss.:  
COUNTY OF FREDERICK )

Sworn to before me this  
19<sup>th</sup> day of July, 2006 *in TW 1000*

  
Notary Public

OREN HEIMAN  
Notary Public, State of New York  
No. 02HE6017931  
Qualified in New York County  
Commission Expires December 21, 2005 *05*

**SCHEDULE A**

Country	Serial Number	Mark	Goods/Services and/or Class	Issued/Pending
United States	78549589	James Allen	IC 014	Pending
United States	N/A	JamesAllen.com	IC 042	Common Law
United States	N/A	Dirtcheapdiamonds.com	IC 042	Common Law
United States	N/A	Madisondiamonds.com	IC 042	Common Law