

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diamond Innovations, Inc.		01/09/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bellataire International LLC		
Street Address:	6325 Huntley Road		
City:	Worthington		
State/Country:	OHIO		
Postal Code:	43229		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2599120		
Registration Number:	2626343	B BELLATAIRE	
Registration Number:	2518618	BELLATAIRE	
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	215/981-4194		
Email:	kennedyp@pepperlaw.com		
Correspondent Name:	Paul J. Kennedy		
Address Line 1:	Eighteenth and Arch Streets		
Address Line 2:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	128346.12 BELLATAIRE		
NAME OF SUBMITTER:	Paul J. Kennedy		

OP \$90.00 2599120

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TRADEMARK  
REEL: 003461 FRAME: 0857

Signature:

/Paul J. Kennedy/

Date:

01/16/2007

Total Attachments: 5

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## **TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into this 9th day of January, 2006, by and between DIAMOND INNOVATIONS, INC., a Delaware corporation, having an address of 6325 Huntley Road, P.O. Box 568, Worthington, Ohio 43085 ("Assignor") in favor of BELLATAIRE INTERNATIONAL LLC, a Delaware limited liability company, having an address of 6325 Huntley Road, Worthington, Ohio 43229 ("Assignee"),

### **WITNESSETH:**

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademark applications and registrations including but not limited to those identified in Schedule A, (hereinafter the "Trademarks"); and

WHEREAS, Assignor desires to assign and Assignee desires to obtain all right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest that Assignor has or may have, either now or in the future, in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any;
2. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Trademarks;
3. Assignee shall be responsible for and Assignor shall cooperate in the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions necessary to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks;
4. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;
5. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Delaware;
6. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature between the

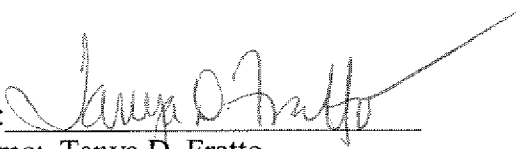
parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto; and

7. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above-written.

DIAMOND INNOVATIONS, INC.

Date: January 9, 2006

By:   
Name: Tanya D. Fratto  
Title: President and CEO

BELLATAIRE INTERNATIONAL LLC

Date: January 9, 2006

By:   
Name: David Bennett  
Title: President & Chief Executive Officer

ACKNOWLEDGMENT

STATE OF OHIO

:


: ss.

COUNTY OF FRANKLIN

:

Tanya D. Fratto, being duly sworn, says that she is the President and CEO of Diamond Innovations, Inc., a Delaware corporation, and acknowledges that she did sign said instrument on behalf of Diamond Innovations, Inc., pursuant to due authority.

Sworn to and subscribed  
before me this 9th day  
of January, 2006.

  
Notary Public

My commission expires: 12-21-2008

(SEAL)

M. DIANE ANDERSON  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES DEC. 21, 2008

ACKNOWLEDGMENT

STATE OF OHIO :  
 : ss.  
COUNTY OF FRANKLIN :

David Bennett, being duly sworn, says that he is the President and Chief Executive Officer of Bellataire International LLC, a Delaware corporation, and acknowledges that he did sign said instrument on behalf of Bellataire International LLC, Inc., pursuant to due authority.

Sworn to and subscribed  
before me this 9th day  
of January, 2006.

  
Notary Public

My commission expires: 12-21-2008

(SEAL)

M. DIANE ANDERSON  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES DEC. 21, 2008

**SCHEDULE A**  
**TRADEMARKS**

**United States**

<u>Trademark</u>	<u>Registration No.</u>
B (device mark)	2,599,120
B BELLATAIRE (Stylized)	2,626,343
BELLATAIRE	2,518,618

**Foreign**

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>
Australia	BELLATAIRE	827314
China	BELLATAIRE	3117078
China	BELLATAIRE (Chinese: Bai Li Ai Mei Zhuan )	3166759
European Union	BELLATAIRE	001553429
Hong Kong	BELLATAIRE	2000/12577
Hong Kong	BELLATAIRE (Chinese characters)	2001B02987
Israel	BELLATAIRE	135705
Japan	BELLATAIRE	4454195
Korea	BELLATAIRE	491691
Mexico	BELLATAIRE	663206
Singapore	BELLATAIRE	T00/04865B
Singapore	BELLATAIRE (Chinese characters)	T02/05755A
Taiwan	BELLATAIRE	1037486