

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Gemesis Corporation		03/31/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LV Administrative Services, Inc.		
Street Address:	335 Madison Avenue, 10th Floor		
Internal Address:	c/o Laurus Capital Management, LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2516250	GEMESIS	
Registration Number:	2662799	GEMESIS CULTURED DIAMOND	
Serial Number:	78747194	GEMESIS, THE CULTURED DIAMOND	
CORRESPONDENCE DATA			
Fax Number:	(212)735-8708		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 735-8600		
Email:	jsaviano@morrisoncohen.com		
Correspondent Name:	Joshua D. Saviano		
Address Line 1:	909 Third Avenue, 27th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	20143-002		
NAME OF SUBMITTER:	Joshua D. Saviano		

CH \$90.00 2516250

Signature:

/Joshua D. Saviano/

Date:

04/03/2008

Total Attachments: 6

source=gemesis assigment#page1.tif

source=gemesis assigment#page2.tif

source=gemesis assigment#page3.tif

source=gemesis assigment#page4.tif

source=gemesis assigment#page5.tif

source=gemesis assigment#page6.tif

**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of March 31, 2008, is executed by The Gemesis Corporation, a Delaware corporation (the "Grantor"), in favor of LV Administrative Services, Inc. (the "Secured Party").

A. Pursuant to a Master Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantor, certain other Assignors (as defined in the Security Agreement), and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor and the other Assignors have granted a security interest to the Secured Party in consideration of the Secured Party's agreement to provide financial accommodations to the Grantor.

B. The Grantor (1) has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), and (2) has registered or applied for registration in the United States Patent and Trademark Office of the patents more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

C. The Grantor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Grantor in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents and all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Secured Party a security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Grantor agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantor's expense, in obtaining and enforcing the Trademarks and Patents in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Grantor hereby appoints the Secured Party as the Grantor's attorney-in-

fact to execute and file any and all agreements, instruments, documents and papers as the Secured Party may determine to be necessary or desirable to evidence the Secured Party's security interest in the Trademarks and Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

3. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. The Grantor hereby authorizes the Secured Party to file all such financing statements or other instruments to the extent required by the Uniform Commercial Code and agrees to execute all such other documents, agreements and instruments as may be required or deemed necessary by the Secured Party, in each case for purposes of affecting or continuing Secured Party's security interest in the T&P Collateral.

5. This Grant may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument. It is understood and agreed that if facsimile copies of this Grant bearing facsimile signatures are exchanged between the parties hereto, such copies shall in all respects have the same weight, force and legal effect and shall be fully as valid, binding, and enforceable as if such signed facsimile copies were original documents bearing original signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

THE GEMESIS CORPORATION

By: Bernard A. Wagner
Name:
Title: CEO

STATE OF Florida)
COUNTY OF Sarasota) ss.:

On this 31 day of March, 2008, before me personally came Bernard A. Wagner who, being by me duly sworn, did state as follows: that [s]he is the CEO of The Gemesis Corporation that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.



Mary Beth Gravel

[Signature Page to the Grant of Security Interest in Patent and Trademarks]

**LV ADMINISTRATIVE SERVICES,
INC.**

By: _____

Name:
Title:

*Scott Bluestein
Authorized Signatory*

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Status</u>
Gemesis	2,516,250	12/11/2001	Registered
Gemesis Cultured Diamonds	2,662,799	12/17/2002	Registered
Gemesis, The Cultured Diamond	78/747,194	11/4/2005	Filed

SCHEDULE 2 TO GRANT OF SECURITY INTEREST

PATENTS AND PATENT APPLICATIONS

<u>Patent</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Status</u>
An Apparatus and Method for Growing a Synthetic Diamond	11/165,531	6/24/2005	Pending
Gasket Material for Use in High Pressure High Temperature Apparatus	11/165,543	6/24/2005	Pending
System and High Pressure High Temperature Apparatus for Producing Synthetic Diamonds	11/165,542	6/24/2005	Pending

#1193441 v3 \20143 \002