

Re - 7-16-10

07-19-2010

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

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/11)



103602284

ET
documents or the new address(es) below.

6/21/10

1. Name of conveying party(ies):

Jewelfire Corporation

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 19, 2010

- 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: Jewelfire International, LLC

Internal Address: _____
Address: _____

Street Address: 8980 Zachary Lane N.

City: Maple Grove

State: Minnesota

Country: United States Zip: 55369

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other limited liability co Citizenship Minnesota

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), Registration Number(s) and identification or description of the Trademark.

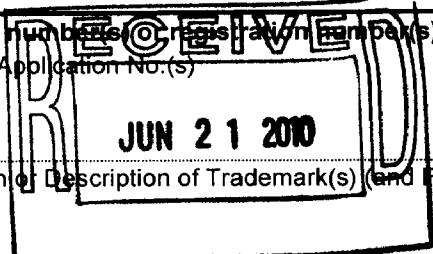
A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2462766, 2541869, 1205393

Additional sheet(s) attached? Yes No

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



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

Name: Richard L. Morris, Esq.

Internal Address: _____

Street Address: Morris Law Group, P.A.

7241 Ohms Lane, Suite 275

City: Edina

State: Minnesota Zip: 55439

Phone Number: 952-832-2000

Fax Number: 952-832-0020

Email Address: rlm@morrislawn.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

Authorized to be charged to deposit account

Enclosed

8. Payment Information:

06/21/2010 MJAM1 00000037 2462766

Deposit Account Number _____ 40.00

M1 FC:8521 _____ 50.00

Authorized User Name _____

9. Signature:

Signature

Date

6-19-10

Richard L. Morris

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual property Agreement (the "Assignment") is made and entered into as of the 19th day of April, 2010, by and between JEWELFIRE CORPORATION, a Minnesota corporation ("Assignor"), and JEWELFIRE INTERNATIONAL, LLC, a Minnesota limited liability company ("Assignee"), pursuant to that certain Asset Purchase by and between Assignor, Assignee and Assignor's members entered into as of the date hereof (the "Master Agreement").

RECITALS

A. Assignor is the owner of the Intellectual Property (as defined in the Mater Agreement), including without limitation those U.S. trademark registrations and U.S. Patent Registrations listed on Exhibit A attached hereto (collectively, the "Registered Intellectual Property"); and

B. The parties desire that Assignee own Assignor's entire right, title and interest in and to the Intellectual Property, including without limitation, the Registered Intellectual Property.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration paid to Assignor by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest in and to the Intellectual Property, including without limitation the Registered Intellectual Property, together with (i) the registrations and applications for registration of the Intellectual Property, (ii) the goodwill of the business symbolized by and associated with the Intellectual Property and the registrations and applications thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Intellectual Property or the registrations and applications thereof or such associated goodwill.

Assignor hereby agrees that Assignee shall have the right to record this instrument of Assignment in the United States Patent and Trademark Office so as to establish Assignee as the owner of record of the Registered Intellectual Property.

Assignor further agrees, at the request of the Assignee, to execute and have executed any and all other documents of any kind whatsoever, and to provide any information that is in Assignor's possession or under its control that may be reasonably required to carry out the terms and intent of this Assignment; and to fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of Assignment with the United States Patent and Trademark Office so that Assignee's ownership of the assigned Registered Intellectual Property are duly made of record in the United States. In the event of any conflict or inconsistency

between the terms of this Assignment and the terms of the Master Agreement, the terms of the Master Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

between the terms of this Assignment and the terms of the Master Agreement, the terms of the Master Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Seller, by its duly authorized officer, has executed this assignment this 19th day of April, 2010.

JEWELFIRE CORPORATION

~~By~~ Jewelfire Corp by Len Braun
Name: LEN BRAUN
Title: CEO

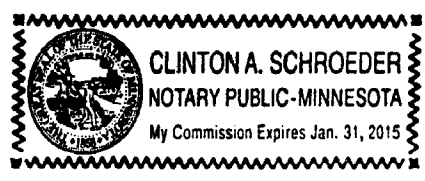
STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 19th day of APRIL, 2010, before me appeared LEN BRAUN, the OFFICER person who signed this instrument, who acknowledged that he is the CHIEF FINANCIAL of JEWELFIRE CORPORATION and that being duly authorized he signed such instrument as a free act on behalf of said corporation.

Clinton A. Schroeder
Notary Public

[Seal]

My commission expires:



SCHEDULE A

TRADEMARKS:

M&G
M&G
M&G

Ref. #:	Application Serial No.	Title/Subject	Filing Date	Issue Date	Registration Number
12891.3 US-01		JLF	11-1-1999	June 19, 2001	2462766
12891.4 US-00		Diamond Swirl	11-1-1999	Feb. 19, 2002	2541869
12891.6 US-01		Jewelfire	11-1-1999	Aug 17, 1982	1,205,393

PATENTS:

Ref. #:	Application Serial No.	Title/Subject	Filing Date	Issue Date	Registration Number