

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
Bamboo Pink, Inc.		10/19/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Charles & Colvard Direct, LLC		
Street Address:	300 PERIMETER PARK DRIVE, SUITE A		
City:	Morrisville		
State/Country:	NORTH CAROLINA		
Postal Code:	27560		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4180227		
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9198216696		
Email:	kovies@smithlaw.com		
Correspondent Name:	Kelli Ovies		
Address Line 1:	P.O. Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
NAME OF SUBMITTER:	Kelli A. Ovies		
Signature:	/kovies/		
Date:	10/24/2012		
Total Attachments: 4 source=BambooPink_CC Direct LLC Trademark Assignment_Final#page1.tif source=BambooPink_CC Direct LLC Trademark Assignment_Final#page2.tif source=BambooPink_CC Direct LLC Trademark Assignment_Final#page3.tif source=BambooPink_CC Direct LLC Trademark Assignment_Final#page4.tif			

OP \$40.00 4180227

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made effective as of October 19, 2012 by and among **CHARLES & COLVARD DIRECT, LLC**, a North Carolina limited liability company ("Assignee") and **BAMBOO PINK, INC.**, a California corporation (collectively, "Assignor"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of October 19, 2012 (the "Asset Purchase Agreement"), providing for, among other things, the sale to Assignee by Assignor of certain rights to the trade mark depicting the love knot, registered with the U.S. Patent and Trademark Office as U.S. Registration No. 4,180,227 (collectively, the "Love Knot Trademark"), and following the satisfaction of certain conditions set forth in the Asset Purchase Agreement, the assignment to Assignee by Assignor of all of Assignor's right, title and interest in and to the Love Knot Trademark; and

WHEREAS, in accordance therewith, Assignor desires to sell, transfer, convey and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in and to the Love Knot Trademark.

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

Assignor hereby sells, conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, Assignor's entire right, title and interest in and throughout the world in and to the Love Knot Trademark (including any common law rights that may exist and are associated therewith) relating to the "love knot", together with the goodwill of the business symbolized thereby and appurtenant thereto, if any (collectively, but without any representations as to the extent or validity thereof, the "Seller Love Knot Proprietary Rights"), the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the Closing, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Love Knot Trademark, along with the right to sue for past infringements and collect the same for Purchaser's sole use and enjoyment. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the owner of the Love Knot Trademark and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future letters, notices and any other communications and documents bearing on the Love Knot Trademark.

Each of the Parties shall from time to time after the date hereof, without additional consideration, execute and deliver such further instruments and take such other actions as may be reasonably requested by the other Party to make effective the transactions contemplated by this Trademark Assignment.

This Trademark Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors, permitted assigns, and legal representatives of the Parties.

This Trademark Assignment may not be amended, supplemented or otherwise modified except by an instrument in writing signed by both Parties that specifically refers to this Trademark Assignment.

This Trademark Assignment may be executed in one or more counterparts, any one of which may be by facsimile or electronically by PDF, and all of which taken together shall constitute one and the same instrument. The exchange of copies of this Trademark Assignment or amendments thereto and of signature pages by facsimile transmission or electronically by PDF shall constitute effective execution and delivery of such instrument(s) as to the parties and may be used in lieu of the original Trademark Assignment or amendment for all purposes. Signatures of the parties transmitted by facsimile or electronically by PDF shall be deemed to be their original signatures for all purposes.

This Trademark Assignment is subject to the terms and provisions of Asset Purchase Agreement, and in the event of any conflict between this Trademark Assignment and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.

If any provision of this Trademark Assignment is held by a court of competent jurisdiction to be invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected thereby; provided, however, that, if the absence of such provision causes a material adverse change in either the risks or benefits of this Trademark Assignment to any Party, the Parties shall negotiate in good faith a commercially reasonable substitute or replacement for the invalid or unenforceable provision.

This Trademark Assignment shall be deemed to have been made in the State of North Carolina and its form, execution, validity, construction and effect shall be determined in accordance with the laws of the state of North Carolina, without giving effect to the principles of conflicts of law thereof.

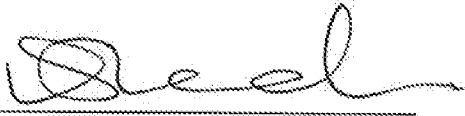
[signature pages follow]

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Trademark Assignment as of the date first written above.

ASSIGNOR:

BAMBOO PINK, INC.

By: 

Name: Frances Gadbois

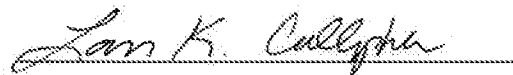
Title: President and CEO

STATE OF North Carolina

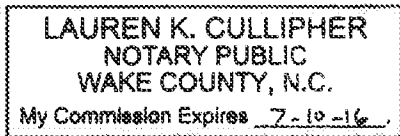
COUNTY OF Wake

I, the undersigned Notary Public of the County of Wake and State aforesaid, certify that Frances Gadbois personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this 19th day of October, 2012.



Notary Public



Lauren K. Cullipher

Notary's Printed or Typed Name

My Commission Expires: 7-10-16

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Trademark Assignment as of the date first written above.

ASSIGNEE:

CHARLES & COLVARD DIRECT, LLC

By:

Name:

Title:

STATE OF North Carolina

COUNTY OF Wake

I, the undersigned Notary Public of the County of Wake and State aforesaid, certify that Randall Neal McCulbough personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

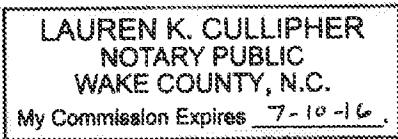
Witness my hand and Notarial stamp or seal this 19th day of October, 2012.

Lauren K. Cullipher

Notary Public

Lauren K. Cullipher

Notary's Printed or Typed Name



My Commission Expires: 7-10-16