

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
Star Struck, LLC		10/09/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Morristown Star Struck LLC		
Street Address:	8 Francis J Clarke Circle		
City:	Bethel		
State/Country:	CONNECTICUT		
Postal Code:	06801		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4188220	JEWEL TOOL TECHNOLOGY	
Registration Number:	3352424	CRYSTAL CLEAR	
Registration Number:	2813164	STAR STRUCK	
Registration Number:	1680994	PYRAMID	
CORRESPONDENCE DATA			
Fax Number:	2128366463		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.836.7828		
Email:	Paul.Llewellyn@kayescholer.com		
Correspondent Name:	Paul C. Llewellyn		
Address Line 1:	Kaye Scholer, LLP		
Address Line 2:	425 Park Avenue		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	42359-0002		

CH \$115.00 4188220

NAME OF SUBMITTER:	Paul C. Llewellyn
Signature:	/paul c. llewellyn/
Date:	08/26/2013
Total Attachments: 5 source=Morristown Star Struck LLC Bill of Sale#page1.tif source=Morristown Star Struck LLC Bill of Sale#page2.tif source=Morristown Star Struck LLC Bill of Sale#page3.tif source=Morristown Star Struck LLC Bill of Sale#page4.tif source=Morristown Star Struck LLC page 19 of Disclosure Schedule#page1.tif	

BILL OF SALE

THIS BILL OF SALE (this “**Bill of Sale**”), dated as of October 9, 2012, is made and delivered pursuant to the terms and subject to the conditions of that certain Asset Purchase Agreement, dated as of October 9, 2012 (the “**Asset Purchase Agreement**”), by and among Star Struck, LLC, a Delaware limited liability company (“**Star Struck**”), International Jewelers Supply, LLC, a Delaware limited liability company (together with Star Struck, collectively, the “**Sellers**”), Morristown Star Struck LLC, a Delaware limited liability company (the “**Buyer**”), and solely for the purposes of certain sections thereof, WI-Star Struck, LLC, a Delaware limited liability company, Dennis Zaslavsky, Meghan Otis and Keith Sessler. Capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, the Sellers have agreed to sell to the Buyer, and the Buyer has the right to acquire, the Purchased Assets, and the parties desire to evidence and effectuate such transfer and conveyance of the Purchased Assets to the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers and the Buyer hereby agree that, as of the Closing Date:

1. Assignment and Sale. The Sellers hereby sell, convey, assign, transfer and deliver to the Buyer, all of the Sellers’ right, title and interest in and to the Purchased Assets, free and clear of all Liens other than Permitted Liens. Notwithstanding anything to the contrary in this Bill of Sale, the Asset Purchase Agreement or in any other document delivered in connection herewith or therewith, the Purchased Assets being transferred pursuant to this Bill of Sale shall expressly exclude the Excluded Assets.

2. Disclaimer. Except as set forth in the Asset Purchase Agreement, and subject to the limitations therein, the Sellers do not make any representation or warranty in respect of the Purchased Assets. To the extent that any provision of this Bill of Sale is inconsistent or conflicts with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

3. Governing Law. This Bill of Sale shall be governed by the laws of the State of New York, excluding choice of law principles that would require the application of the laws of a jurisdiction other than the State of New York.

4. Counterparts. This Bill of Sale 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. Delivery of an executed counterpart of this Agreement by facsimile transmission or by electronic mail in portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Amendments. No amendment of any provision of this Bill of Sale shall be valid unless the same shall be in writing and signed by the Sellers and the Buyer.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed as of the date first written above.

SELLERS:

STAR STRUCK, LLC

By: Keith Sessler
Name: Keith Sessler
Title: president

INTERNATIONAL JEWELERS SUPPLY,
LLC

By: Star Struck, LLC, its Manager


By: Keith Sessler
Name: Keith Sessler
Title: president

[Signature page to Bill of Sale]

TRADEMARK
REEL: 005097 FRAME: 0855


BUYER:

MORRISTOWN STAR STRUCK LLC

By:  _____
Name: Wesley Lang
Title: Vice President and Assistant Secretary

Section 5.15(a)
Intellectual Property

1. REGISTERED TRADEMARKS:

<u>United States:</u>	<u>Registration No.</u>
	4,188,220
CRYSTAL CLEAR	3,352,424
STAR STRUCK	2,813,164
PYRAMID	1,680,994

2. COMMON LAW TRADEMARKS



INTERNATIONAL JEWELERS SUPPLY, INC.



GREATSTUFFFROMUS

3. TRADE NAMES:

INTERNATIONAL JEWELERS SUPPLY

IJS, LLC

4. DOMAIN NAMES / WEBSITES

Domain Name	Website	Registrar
10xloupe.Net	www.10xloupe.net	GoDaddy.com, LLC
Accu-drive.Com*		GoDaddy.com, LLC
Batterywatch.Net	www.batterywatch.net	GoDaddy.com, LLC
Caratscale.Net	www.caratscale.net	GoDaddy.com, LLC
Ceresdiamondtester.Com*	www.ceresdiamondtester.com	GoDaddy.com, LLC