

## 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
Frank M. Circelli		09/11/2013	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Gem Shopping Network, Inc.		
Street Address:	3259 Dulutch Highway 120		
City:	Duluth		
State/Country:	GEORGIA		
Postal Code:	30096		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4224887	GSN	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3125212775		
Email:	ipdocket@muchshelist.com		
Correspondent Name:	Adam K Sacharoff		
Address Line 1:	191 N Wacker Drive, Suite 1800		
Address Line 2:	Much Shelist, PC		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0009374.0006		
NAME OF SUBMITTER:	Adam K Sacharoff		
Signature:	/aks/		

CH \$40.00 4224887

Date:

09/24/2013


Total Attachments: 2

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## INTELLECTUAL PROPERTY ASSIGNMENT

Whereas, Frank M. Circelli ("Assignor") has owns the following trademark, which is registered with the United States Patent and Trademark Office (the "Specified Trademark"):

Application Number	Registration Number	Trademark
85542410	4224887	

Whereas, Gem Shopping Network, Inc., having a principal place of business at 3259 Duluth Highway 120, Duluth, Georgia 30096 ("Assignee") desires to acquire all of the right, title, and interest in the Specified Trademark, the registration thereof, and the goodwill associated therewith;

For good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges:

Assignor, pursuant to this Intellectual Property Assignment (this "Assignment"), grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, all of Assignor's right, title and interest (legal, equitable, use and otherwise) in and to the Specified Trademark including but not limited to: (i) the right to file and register the same in Assignee's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) all goodwill associated with the Specified Trademark. This Assignment shall be deemed nunc pro tunc effective as of November 1, 2011 (the date of first use of the Specified Trademark).

Assignor's assignment of the Specified Trademark to Assignee under this Assignment constitutes a complete, absolute, and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Specified Trademark. Assignor does not reserve or retain any right, title, or interest in the Specified Trademark. Assignor acknowledges and agrees that the Specified Trademark constitutes the sole and exclusive property of Assignee.

Assignor represents and warrants that he has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Specified Trademark; and (iii) to perform all of his obligations under this Assignment.

This Assignment shall be binding upon and inure to the benefit of Assignee, its successors and assigns of Assignor and its permitted successors. This Assignment supersedes any prior understandings, written agreements, or oral arrangements among the parties which concerns the subject matter of this Assignment. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument which concerns or affects the subject matter of this Assignment. This Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument which both parties sign.

*(Signatures appear on the following page.)*

ASSIGNOR:

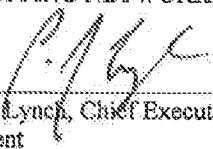


Frank M. Circelli

ASSIGNEE:

GEM SHOPPING NETWORK, INC.

By:



Paul J. Lynch, Chief Executive Officer and  
President

*(Signature page to Intellectual Property Assignment)*