

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Stuckey Company | | 09/09/2011 | CORPORATION: |
| RECEIVING PARTY DATA | | | |
| Name: | Ratilal Becharlal & Sons | | |
| Street Address: | 401/402, Prasad Chambers | | |
| City: | Opera House, Mumbai | | |
| State/Country: | INDIA | | |
| Postal Code: | 400 004 | | |
| Entity Type: | a Partnership Firm: INDIA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3143180 | LOVEMARK | |
| Registration Number: | 1372920 | BOONE'S FARM WINERY ORIGINAL | |
| Serial Number: | 77716264 | LOVE MARK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 215-731-9100 | | |
| Email: | dehret@rfzlaw.com | | |
| Correspondent Name: | Law Offices of Robert F. Zielinski | | |
| Address Line 1: | One South Broad Street, Suite 1600 | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19107 | | |
| ATTORNEY DOCKET NUMBER: | STU-00001 | | |
| DOMESTIC REPRESENTATIVE | | | |

OP \$90.00 3143180

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Robert F. Zielinski

Signature:

/Robert F. Zielinski/

Date:

10/02/2013

Total Attachments: 7

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DEED OF ASSIGNMENT WITH GOODWILL

THIS DEED OF ASSIGNMENT made this ^{9th} day of September, Two Thousand and Eleven between M/S. THE STUCKEY COMPANY a Corporate body registered under the provisions of law prevailing in respect of Corporate bodies in U.S.A. and having registered office at 2000 Bering Drive, Suite 700, Houston, TX 77057, U.S.A., hereinafter referred to as "the **ASSIGNOR**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part AND RATILAL BECHARLAL & SONS, a Partnership Firm registered under the provisions of The Indian Partnership Act, 1932 and having its registered office at 401/402, Prasad Chambers, Opera House, Mumbai 400 004 India , hereinafter referred to as " the **ASSIGNEE** " (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the Other Part.

WHEREAS :

- (a) The ASSIGNOR is the owner of various trademarks and trademark registrations in the United States and in certain foreign jurisdictions used in connections with diamonds, diamond jewellery and gold, platinum and silver jewellery incorporating diamonds and precious and semi precious stones as more fully set forth in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as the "Trademarks").
- (b) AND WHEREAS THE ASSIGNOR has power to hold, use or dispose off the said TRADE MARKS to any person the ASSIGNOR desires.
- (c) AND WHEREAS the ASSIGNEE is desirous of acquiring the right, title, interest and benefit vested in the said TRADE



- (c) AND WHEREAS the ASSIGNEE is desirous of acquiring the right, title, interest and benefit vested in the said TRADE MARKS along with the goodwill of the business relating in the goods for which the said Trade Marks have been used at law and equity for commercial expediency and diverse other reason;
- (d) AND WHEREAS the ASSIGNOR upon being so requested has agreed to ASSIGN and TRANSFER the benefit, title, interest and right including common law rights vested in the said TRADE MARKS along with the goodwill of the business relating in the goods for which the Trade Mark has been used in consideration and performance and observance of the mutual covenants hereinafter contained in the manner contemplated herein;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

(a) ASSIGNMENT OF TRADEMARK

- 1.1 In consideration of the sum of US\$ 275,000/- (US DOLLAR Two Lac Seventy Five Thousand Only) now to be paid by ASSIGNEE to ASSIGNOR the ASSIGNOR as the owner and/or beneficial owner **DOETH HEREBY ASSIGN** all that rights, benefit, title, interest, including common law right vested in the said TRADE MARKS alongwith the goodwill of the business in the goods for which the said Trade Marks have been used by it without any limitation or restriction whatsoever unto the ASSIGNEE absolutely forever.
- 1.2 This Agreement shall include the right for ASSIGNEE to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for passing off or for otherwise violating the rights of ASSIGNOR in the Trade Marks).



1.3 ASSIGNOR undertakes that at the request of ASSIGNEE at any time and from time to time it will execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this Agreement.

(b) REPRESENTATION AND WARRANTIES OF THE ASSIGNOR

2.1 The ASSIGNOR hereby declares that it has full right and absolute authority to assign the said Trade Marks with all rights appurtenant thereto.

2.2 That it has not assigned or agreed to assign the said Trade Marks or to grant any license to use the same in favour of any other person or created any encumbrance thereon.

2.3 That the ASSIGNEE will be entitled to use the said Trade Marks and the goodwill of the business in the goods for which the said Trade Marks are used by the ASSIGNOR and will also be entitled to take benefit of such use in its own name for purpose of registration of the said Trade Marks without any objection or interruption by the ASSIGNOR or any person claiming under it and the ASSIGNOR shall render and offer or cause to be rendered and offered all possible assistance and evidence that may be required at the cost of the ASSIGNEE for completing the process of registration in the Assignee's name.

2.4 ASSIGNOR undertakes that at the request of ASSIGNEE at any time and from time to time it will execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this Agreement and to bring the name of ASSIGNEE on record as the subsequent proprietor of the said Trade marks in the Register of Trade Marks in each of the countries where the said Trade Marks are registered and/or applied.



2.5 ASSIGNOR agrees and undertakes to provide to ASSIGNEE all such assistance:

- a. with any proceedings which may be brought by or against ASSIGNEE against or by any third party in relation to the said Trade Marks (including without limitation any opposition proceedings); and
- b. relating to the pending application made by the ASSIGNOR and assigned to the ASSIGNEE to register the said Trade Marks.

2.6 ASSIGNOR hereby undertakes, either on his own account or in connection with any related business, company or person:

- a. not to apply for registration as a trade mark or otherwise use any mark comprising or including the Trade Mark or any word, device or logo or sound confusingly similar (in ASSIGNEE's reasonable opinion) to the said Trade Marks or otherwise attack the title of ASSIGNEE in and to the said Trade Marks; and
- b. not to make any use of the said Trade Marks or any name or mark intended or likely to be confused or associated with it.

(c) DULY CONSTITUTED ATTORNEYS

In consideration of the sum of monies to be paid by the ASSIGNEE to the ASSIGNOR under these presents for the transfer and assignment of the said Trade Marks to and in favour of the ASSIGNEE as herein provided, the ASSIGNOR hereby irrevocably nominates, constitutes and appoints the ASSIGNEE in that behalf in fact and at



law, to sign, seal, deliver, swear, execute and do and perform all such acts, deeds, matters and things from time to time as may be necessary, desirable, or appropriate for or in connection with the full, complete and satisfactory transfer and assignment of the said Trade Marks to and in favour of the ASSIGNEE for ever, under and in accordance with and pursuant to the Act.

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IN WITNESS WHEREOF the ASSIGNOR and the ASSIGNEE have respectively caused their signatures at the foot of this document the day, month and year first above written

JHS
SIGNED BY THE WITHINAMED ASSIGNOR)
Stuckey Diamonds, Inc. d/b/a)
M/S. THE STUCKEY COMPANY., by its)
Mr. James H. Stuckey pursuant to Board) *JHS*
Resolution dated 9 Sept 2011 in the)
presence of...)

1. *Jim R. Stuckey*
2. *Mary B.*

SIGNED BY THE WITHINAMED ASSIGNEE)
RATILAL BECHARLAL & SONS)
By its Partner Mr. Shyam A. Jasani) *Shyam A. Jasani*
in the presence of...)

1. *Prashant Trivedi*
2. *Shah*
Shah Shah

**Exhibit "A" to the Deed of Assignment between
The Stuckey Company & Ratilal Becharlal & Sons.**

| File ID | SHORT_TITLE | COUNTRY | STATUS | TYPE | App Date | Pat Grant Date | Expiry Date | Tex24 | Pat Grant No. |
|----------------|--|--------------------------|---------------|------|-----------|----------------|-------------|-------|---------------|
| STU-40100 | LOVEMARK | America | Registered | 14 | 25-Aug-04 | 12-Sep-06 | 12-Sep-12 | | 999 n0 |
| STU-40100BT | LOVEMARK | Italy | Pending | 14 | 04-Jun-08 | | | | 3143180 |
| STU-401010EU | LOVEMARK | European Union | Pending | 14 | 28-May-09 | | | | 1372920 |
| STU-40150US | LOVEMARK (Stylized) | America | Pending | 14 | 17-Apr-09 | | | | 77716264 |
| STU-40150EU | LOVEMARK (Stylized) | European Union | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-DE | LOVEMARK (Stylized) | Germany | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-IT | LOVEMARK (Stylized) | Italy | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-JE | LOVEMARK (Stylized) | Jersey | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-LT | LOVEMARK (Stylized) | Lithuania | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-LT | LOVEMARK (Stylized) | Greece | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-GR | LOVEMARK (Stylized) | Hungary | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-HU | LOVEMARK (Stylized) | Hungary | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-IE | LOVEMARK (Stylized) | Ireland | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-LV | LOVEMARK (Stylized) | Latvia | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-MT | LOVEMARK (Stylized) | Malta | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-PL | LOVEMARK (Stylized) | Poland | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-PT | LOVEMARK (Stylized) | Portugal | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-RO | LOVEMARK (Stylized) | Romania | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-SE | LOVEMARK (Stylized) | Sweden | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-SI | LOVEMARK (Stylized) | Slovenia | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-SK | LOVEMARK (Stylized) | Slovakia | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-GB | LOVEMARK (Stylized) | United Kingdom | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-AT | LOVEMARK (Stylized) | Austria | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-BG | LOVEMARK (Stylized) | Bulgaria | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-BY | LOVEMARK (Stylized) | Belarus | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-CY | LOVEMARK (Stylized) | Cyprus | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-CZ | LOVEMARK (Stylized) | Czech Republic | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-DK | LOVEMARK (Stylized) | Denmark | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-EE | LOVEMARK (Stylized) | Estonia | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-ES | LOVEMARK (Stylized) | Spain | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-FI | LOVEMARK (Stylized) | Finland | Pending | 14 | 09-Jun-09 | | | | |
| STU-40150EU-FR | LOVEMARK (Stylized) | France | Pending | 14 | 09-Jun-09 | | | | |
| STU-40220 | THERE'S NOTHING LIKE A LOVEMARK DIAMOND | America | Not yet filed | | | | | | |
| STU-40220US | THERE'S NOTHING LIKE A LOVEMARK DIAMOND | America | Pending | 14 | 18-May-10 | | | | |
| STU-40140EU | LM (Stylized) | European Union | Pending | 14 | 09-Jun-09 | | | | |
| STU-40240 | THERE'S NOTHING LIKE A DIAMOND, AND THERE'S NO DIAMOND LIKE A LOVEMARK | United States of America | Pending | 14 | 20-May-10 | | | | |
| STU-40210 | THERE'S NO DIAMOND LIKE A LOVEMARK | America | Pending | 14 | 18-May-10 | | | | |

Handwritten signature