

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
Ofar Azrielant		10/01/2013	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Richline Group, Inc.
Street Address:	1385 Braodway
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	85544606	JUNE IS PEARL MONTH
Registration Number:	3111407	MAY IS GOLD MONTH
Registration Number:	3126655	MAY IS GOLD MONTH
Registration Number:	3400218	SEPTEMBER IS SAPPHIRE MONTH
Registration Number:	3280997	APRIL IS DIAMOND MONTH
Registration Number:	3562685	JEWEL CLUB
Registration Number:	3589102	OCTOBER IS JEWELRY MONTH
Registration Number:	3868176	JEWELRY.COM
Registration Number:	3626933	JEWELRY INSIDER
Registration Number:	3632569	OCTOBER IS RIGHT HAND RING MONTH
Registration Number:	2589371	JEWEL CLUB

CORRESPONDENCE DATA

Fax Number: 2089883912

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

OP \$290.00 85544606

via US Mail.

Phone: 7278651865
Email: velliott@tampabay.rr.com
Correspondent Name: Victoria Elliot
Address Line 1: 132 Sands Point Drive
Address Line 4: Tierra Verde, FLORIDA 33715

NAME OF SUBMITTER:	Victoria Elliot
Signature:	/Victoria Elliot/
Date:	01/14/2014

Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made effective October 1, 2013 by OFER AZRIELANT, an individual with an address at One Central Park West #40E, New York, New York 10023 ("Assignor"), in favor of RICHLINE GROUP, INC., a Delaware corporation with its principal place of business at 1385 Broadway, New York, New York 10018 ("Assignee").

WHEREAS, Assignor has adopted, used and is using all of the trademarks and service marks as applied for and/or registered with the United States Patent and Trademark Office as listed on Exhibit A annexed hereto and all common law rights associated therewith (the "Marks"); and

WHEREAS, Assignor desires to assign all the right, title and interest of Assignor in and to the Marks together with the goodwill of the business symbolized by the Marks to Assignee, and Assignee desires to accept such assignment in accordance herewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set unto Assignee all right, title and interest of Assignor in and to the Marks, together with the good will of the business symbolized by the Marks, including but not limited to any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, as well as all rights to sue and recover damages for past, present or future infringements or misappropriations thereof.

Assignor and its successors and assign shall execute and deliver to Assignee any reasonably necessary further documents and instruments and shall take any reasonable further actions which may be necessary to effect the foregoing assignment or the recordation or perfection thereof at Assignee's expense. This Assignment may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives effective on the date first above written.

.....
OFER AZRIELANT

RICHLINE GROUP, INC.

By:
Dave Meleski, President

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OFER AZRIELANT

RICHLINE GROUP, INC.

By: _____

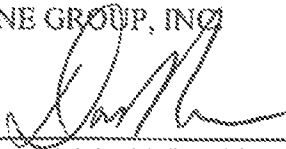

Dave Meleski, President

EXHIBIT A

<u>Mark</u>	<u>Registration/Serial Number</u>
June is Pearl Month	85544606
May is Gold Month	3111407
May is Gold Month	3126655
September is Sapphire Month	3400218
April is Diamond Month	3280997
Jewel Club	3562685
October is Jewelry Month	3589102
Jewelry.Com	3868176
Jewelry Insider	3626933
October is Right Hand Ring Month	3632569
Jewel Club	2589371