TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337460

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900320027

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Scott Kay Inc.		02/05/2015	CORPORATION: NEW JERSEY
Scott Kay Sterling, LLC		02/05/2015	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	Salus Capital Partners, LLC
Street Address:	197 First Avenue, Suite 250
City:	Needham
State/Country:	MASSACHUSETTS
Postal Code:	02494
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	4168699	ARMOR COBALT
Registration Number:	4110144	BIOBLU
Registration Number:	4115410	BRUTE COBALT
Registration Number:	4122896	HEAVEN'S GATES
Registration Number:	4106037	SCOTT KAY CODE
Registration Number:	4210759	SCOTT KAY GUARDIAN
Serial Number:	85416043	SK66
Registration Number:	4042715	ALLEGIANCE
Registration Number:	4262730	AMERICAN COBALT
Registration Number:	4046049	ARDOR
Registration Number:	3775595	ART OF MAN
Registration Number:	3999909	ARTISANS OF FINE JEWELRY
Registration Number:	3874503	ARTISTE
Registration Number:	3929795	ARTISTE ALPHA
Registration Number:	4026981	ARTISTE AURIALIS
Registration Number:	3929813	ARTISTE BLISSFUL

Property Type	Number	Word Mark
Registration Number:	3929939	ARTISTE CREDENCE
Registration Number:	4026982	ARTISTE MILAU
Registration Number:	3929814	ARTISTE REGAL
Registration Number:	3929811	ARTISTE STABLE
Registration Number:	3932394	AXIS
Registration Number:	4020279	BEACON
Registration Number:	4016508	BIOBLU 27
Registration Number:	4078288	BRAID
Registration Number:	4016509	BRAWN COBALT
Registration Number:	4023491	BRAWN COBALT
Registration Number:	4046048	DEVOUT
Registration Number:	3793767	DIE TRYING
Registration Number:	4020280	MANNER
Registration Number:	3932395	MATTERHORN
Registration Number:	4046047	NUCLEUS
Registration Number:	4042716	POLARITY
Registration Number:	3935440	STABLE
Registration Number:	4042714	TENACITY
Registration Number:	3929821	THE ARTISTE ANNIVERSARY COLLECTION
Registration Number:	4201122	TROY
Registration Number:	4020165	VALIANCE
Registration Number:	4020164	VIBRANT
Registration Number:	3060827	SCOTT KAY
Registration Number:	3345409	BOLÓ
Registration Number:	3349640	BOLÓ
Registration Number:	3437904	CROWN SETTING
Registration Number:	3293024	CYPRESS
Registration Number:	3485817	DOBERMAN
Registration Number:	3673529	EQUESTRIAN
Registration Number:	4004045	FOR MEN ONLY
Registration Number:	3289967	JAVLIN
Registration Number:	3825119	KODIAK
Registration Number:	2953090	NEVER COMPROMISE
Registration Number:	3433236	THE PALLADIUM FACTS
Registration Number:	3485941	UNKAGED
Registration Number:	2827785	SCOTT KAY
Registration Number:	2866558	
Serial Number:	86454093	NAMASTE

Property Type	Number	Word Mark
Registration Number:	4350269	SK
Registration Number:	4353846	SK COBALT
Registration Number:	4357551	BRUTE TI
Registration Number:	4340147	PURPLE SIGNATURE
Registration Number:	4403921	ARTISTE FIA
Registration Number:	4309857	ESTELLA
Registration Number:	4301856	THE GUARDIAN BY SCOTT KAY
Registration Number:	4416137	SPARTA

CORRESPONDENCE DATA

Fax Number: 9734039940

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 973 403 9940

Email: kweitzman@weitzmanip.com

Correspondent Name: WEITZMAN LAW OFFICES, LLC

Address Line 1: 425 Eagle Rock Avenue, Suite 102

Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	4000.000
NAME OF SUBMITTER:	Kenneth S. Weitzman
SIGNATURE:	/Kenneth S. Weitzman/
DATE SIGNED:	04/07/2015

Total Attachments: 20

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ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS, LICENSES AND GOODWILL

THIS ASSIGNMENT (this "Assignment") is made as of February 5, 2015, by and among Scott Kay Inc., a New Jersey corporation (the "Company"), Scott Kay Sterling, LLC, a New Jersey limited liability company ("Sterling," and together with the Company, "Scott Kay"), Salus Capital Partners, LLC, a Delaware limited liability company (the "Lender"), and High Line Acquisition LLC, a New York limited liability company (the "Buyer").

WHEREAS, the Lender, as agent to the lenders party thereto, the lenders party thereto, and Scott Kay, are parties to (i) an Amended and Restated Loan Agreement, dated as of March 26, 2014 (as amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), (ii) a Security Agreement, dated as of March 26, 2013 (as amended, modified, supplemented, extended, renewed, restated or replaced, the "Security Agreement"), (iii) a Grant of Security Interest in Trademarks, dated as of March 26, 2013 (as amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement"), (iv) a Grant of Security Interest in Copyrights, dated as of March 26, 2013 (as amended, modified, supplemented, extended, renewed, restated or replaced, the "Copyright Security Agreement"), (v) a Grant of Security Interest in Patents, dated as of March 26, 2013 (as amended, modified, supplemented, extended, renewed, restated or replaced, the "Patent Security Agreement" and, together with the Security Agreement, the Trademark Security Agreement and the Copyright Security Agreement, the "Security Agreements"), and (vi) all other Loan Documents (as defined in the Loan Agreement);

WHEREAS, pursuant to the Security Agreements, Scott Kay granted to the Lender a first priority security interest in the Intellectual Property Collateral (as defined in the Security Agreement) as security for the payment and performance in full of all of Scott Kay's obligations under the Loan Agreement;

WHEREAS, an Event of Default (as defined in the Loan Documents) has occurred and is continuing under the Loan Documents;

WHEREAS, as a result of such Event of Default(s), (i) on January 20, 2015 the Lender delivered a notice of default (the "Default Notice") to Scott Kay pursuant to which the Lender accelerated the Obligations (as defined in the Loan Agreement), and (ii) Seller has the right to exercise all of its rights and remedies with respect to the Collateral (as defined in the Loan Agreement), including the Intellectual Property Collateral, and Scott Kay, including but not limited to (a) requiring Scott Kay to assign to the Lender all of the Intellectual Property Collateral pursuant to the Security Agreements and (b) conducting a private sale of the Collateral, including the Intellectual Property Collateral, pursuant to Article 9 of the New York Uniform Commercial Code; and

WHEREAS, pursuant to Section 9.2 of the Security Agreement, Scott Kay has appointed the Lender as its attorney-in-fact, with full authority in the place and stead of Scott Kay and in Scott Kay's name, to take any action or execute any instrument on behalf of Scott Kay after the

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occurrence and during the continuation of an Event of Default that the Lender deems necessary to accomplish the purposes of the Security Agreements; and

WHEREAS, pursuant to the Uniform Commercial Code, the Lender intends to conduct a private sale (the "UCC Sale") of the Intellectual Property Collateral and other Collateral subject to the Security Agreements to the Buyer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Scott Kay hereby assigns to the Lender, and, upon consummation of the UCC Sale, the Lender hereby further assigns to the Buyer:

a. all right, title and interest in, to, and under the Patents (as such term is defined in the Security Agreement), including, but not limited to, the patents and patent applications set forth on Schedule A attached hereto (collectively, the "Assigned Patents"), together with (i) any and all rights and privileges arising under applicable law with respect to Scott Kay's use of the Assigned Patents, (ii) any and all inventions and improvements described and claimed therein, (iii) any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iv) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (v) any and all rights to sue for past, present, or future infringements thereof, and (vi) any and all rights corresponding to any of the foregoing throughout the world;

b. all right, title and interest in, to and under the Trademarks (as such term is defined in the Security Agreement), including, but not limited to, the trademarks, trademark registrations, trademark applications, trade names, company names, domain names and service marks set forth on Schedule B attached hereto (the "Assigned Marks"), together with (i) all proceeds and products of the Assigned Marks (including, without limitation, all income, royalties and other payments now or hereafter due or payable with respect thereto and all damages and payments for past, present or future infringement thereof), (ii) the goodwill of the business with which the Assigned Marks are associated, (iii) any and all rights to sue for past, present or future infringement of any of the Assigned Marks for unfair competition regarding the same, and (iv) all rights corresponding to any of the foregoing throughout the world;

c. all right, title and interest in, to and under the Copyrights (as such term is defined in the Security Agreement), including, but not limited to, the copyrights and copyright registrations and applications set forth on Schedule C attached hereto (the "Assigned Copyrights"), together with (i) any and all rights and privileges arising under applicable law with respect to the Assigned Copyrights or the use thereof, including, without limitation, termination rights, (ii) renewals, restorations and extensions thereof, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) any and all rights to sue for past, present or future infringements or violations thereof, and (v) all rights corresponding to any of the foregoing throughout the world;

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d. all license and distribution agreements (the "Assigned Licenses") with any other Person (as defined in the Security Agreement) with respect to any Patent, Trademark, or Copyright or any other patent, trademark, or copyright, whether such Assignor is a licensor or licensee, distributor or distribute under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements and continuations of the Assigned Licenses, (ii) income, fees royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect to the Assigned Licenses including, without limitation, damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future breach or violations of the Assigned Licenses, and (iv) all other rights arising from or related to any of the Assigned Licenses;

e. the goodwill (the "Assigned Goodwill") connected with Scott Kay's business including, without limitation, (i) all goodwill connected with the use of and symbolized by any of the Intellectual Property Collateral in which Scott Kay has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any Person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering, contracts and such other assets which relate to such Goodwill or the business of Scott Kay, and (iii) all product lines of the business of Scott Kay; and

f. all intellectual property of Scott Kay that is not (i) an Excluded Asset (as defined under that certain Asset Purchase Agreement, dated as of the date hereof, between the Lender and Buyer) and (ii) otherwise expressly defined herein (together with the Assigned Patents, Assigned Marks, Assigned Copyrights, Assigned Licenses, and Assigned Goodwill, the "Assigned IP").

Scott Kay and the Lender hereby authorize the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office, the Register of Copyrights of the United States Copyright Office, and the empowered officials of any other applicable offices and governments, to issue or transfer all applicable Assigned IP to the Buyer or otherwise as the Buyer may direct.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Assignment as of the date set forth above.

Scott Kay, Inc.

By: Salus Capital Partners, LLC as attorney-in-fact pursuant to Section 9.2 of the Security Agreement

By: _____
Name: Kyle C. Shonak
Title: Executive Vice President

By: _____
Name: Jonas D.L. McCray
Title: Senior Vice President

Scott Kay Sterling, LLC

By: Salus Capital Partners, LLC as attorney-in-fact pursuant to Section 9.2 of the Security Agreement

By: _____
Name: Kyle C. Shonak
Title: Executive Vice President

By: _____
Name: Jonas D.L. McCray
Title: Senior Vice President

Salus Capital Partners, LLC

By: _____
Name: Kyle C. Shonak
Title: Executive Vice President

By: _____
Name: Jonas D.L. McCray
Title: Senior Vice President

High Line Acquisition, LLC

By: _____
Name: Richard Gillman
Title: President

[IP Assignment Agreement - Signature Page]

NYC:305837

Schedule A

Assigned Patents

Patent	Reg. No.	Ser./App. No.
BIOBLU27 (Cobalt Based Jewelry) - PCT Patent		PCT/US10/38980
BIOBLU27 (Cobalt Based Jewelry) - PCT Patent - Canadian National Phase		PCT/US2010/038980
BIOBLU27 (Cobalt Based Jewelry) - US Patent		12/627,272
Bolo "JEWELRY LINK" (Design Patent)	D546,729	29/237,883
LOCKING TOGGLE ASSEMBLY FOR JEWELRY	7,093,332	10/697,607
RELEASE MECHANISM FOR A BANGLE	7,210,313	10/754,746

Schedule B

Assigned Marks

Mark	Reg. No.	Ser./App. No.
ARMOR COBALT	4,168,699	85/188,132
BIOBLU	4,110,144	85/261,579
BRUTE COBALT	4,115,410	77/896,274
HEAVENS GATE'S	4,122,896	85/236,740
SCOTT KAY CODE	4,106,037	77/895,791
SCOTT KAY GUARDIAN	4,210,759	85/204,957
SK66		85/416,043
ALLEGIANCE	4042715	77/930,523
AMERICAN COBALT	4,262,730	85/387,309
ARDOR	4046049	77/930,517
ART OF MAN	3,775,595	77-535,446
ARTISANS OF FINE JEWELRY	3,999,909	77/930,552
ARTISTE	3,874,503	77-786,612
ARTISTE ALPHA	3,929,795	77-895,448
ARTISTE AURIALIS	4026981	85/084,355
ARTISTE BLISSFUL	3,929,813	77-897,502
ARTISTE CREDENCE	3,929,939	77-929,687
ARTISTE MILOU	4026982	85/084,364
ARTISTE REGAL	3,929,814	77-897,509
ARTISTE STABLE	3,929,811	77-897,471
AXIS	3,932,394	77-912,637
BEACON	4,020,279	85/011,046

Mark	Reg. No.	Ser./App. No.
BIOBLU 27	4,016,508	77/896,289
BRAID	4,078,288	77/894,934
BRAWN COBALT	4,016,509	77/896,423
BRAWN COBALT (Stylized)	4,023,491	77/943,425
DEVOUT	4046048	77/930,464
DIE TRYING	3,793,767	77-460,921
MANNER	4,020,280	85/011,047
MATTERHORN	3,932,395	77-912,644
NUCLEUS	4046047	77/930,427
POLARITY	4042716	77/930,529
STABLE	3,935,440	77-894,882
TENACITY	4042714	77/930,441
THE ARTISTE ANNIVERSARY COLLECTION	3,929,821	77-898,570
TROY (2011 Application)	4201122	85/416,065
VALIANCE	4,020,165	77/930,473
VIBRANT	4,020,164	77/930,303
SCOTT KAY (stylized)	3,060,827	78-171,766
BOLÓ	3,345,409	78-683,969
BOLÓ (Stylized)	3,349,640	78-686,738
CROWN SETTING	3,437,904	78-749,280
CYPRESS	3,293,024	77-057,981

Mark	Reg. No.	Ser./App. No.
DOBERMAN	3,485,817	77-157,847
EQUESTRIAN	3,673,529	77-182,798
FOR MEN ONLY	4,004,045	77/914,853
JAVLIN	3,289,967	77-057,975
KODIAK	3,825,119	77-911,872
NEVER COMPROMISE (Typed Drawing)	2,953,090	78-171,741
THE PALLADIUM FACTS	3,433,236	78-893,069
UNKAGED	3,485,941	77-208,160
SCOTT KAY (typed drawing)	2,827,785	78-171,755
THE PURPLE BOX (jewelry box) (Design only)	2,866,558	78/171,698
BIOBLU 27 (Chinese Registration)	8,095,973	
SK COBALT (Chinese Registration)	8,095,974	
Namaste		86454093
SK	4,350,269.00	85763816
SK Cobalt	4,353,846.00	85763711
Brute TI	4,357,551.00	85757316
Purple Signature	4,340,147.00	85525983
Artiste FIA	4,403,921.00	85476401
Estella	4,309,857.00	85416860
The Guardian by Scott Kay	4,301,856.00	85204934
Grandma Gooseberry	3,251,011.00	78800450
Sparta	4,416,137.00	77493602

Schedule C

Assigned Copyrights

COPYRIGHTS

Full Title	Copyright Number
Amore - RH-M2000R310.	VAu001092698
Anniversary heart necklace.	VA0001691159
Anniversary Heart (on angle)	VA0001696057
Anniversary Hearts.	VA0001683937
Artiste Aurialis-AR-B1850R310.	Vau001056734
Artiste Aurialis - AR-M1850.	Vau001056774
Artiste Aurialis-AR-M1850R305.	Vau001056570
Artiste Aurialis-AR-M1851R306.	Vau001056740
Artiste Aurialis-AR-M1851R510.	Vau001056735
BC Collection.	VA0001670325
Braided band : no. G0699PP.	VA0001153038
Brawn Cobalt Ardor-JK-C3215CC9.	Vau001056729
Brawn Cobalt Ardor-JK-C3217BC7.	Vau001056730

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Brawn Cobalt Tenacity-JK-C3216CC7.	Vau001056731
Brawn Cobalt Tenacity-JK-C3229BC9.	Vau001056733
Cascade.	Vau001066861
Cypress Bracelet.	VA0001670304
Devout-C3111.	Vau001098555
Die Trying.	VA0001698136
Divine Collection.	VA0001683939
Doberman.	VA0001698134
Dream-M1860.	Vau001066862
Engagement crown setting with surprise diamond, platinum or gold metal, with or without engraving . style no. M0722, M1107.	VA0001332519
Engagement mounting featuring Heaven's Gates filigree pattern and accent diamonds .31ctw.	Vau001056670

Engagement mounting featuring Heaven's Gates filigree pattern with halo and accent diamonds .46ctw.	Vau001056668
Engagement mounting featuring Heaven's Gates filigree pattern with round diamond cushion halo .46ctw.	Vau001056666
Engagement mounting with Artiste Aurialis filigree and accent diamonds flanking center stone .36ctw.	Vau001056604
Engagement mounting with Artiste Aurialis filigree, cushion halo and accent diamonds .46ctw.	Vau001056606
Engagement mounting with Artiste Aurialis filigree, round diamond halo and accent diamonds .27ctw.	Vau001056610
Engagement mounting with Artiste Aurialis filigree, round diamond halo and accent diamonds .46ctw.	Vau001056569
Engagement mounting with Heaven's Gates filigree and round cut diamonds flanking center stone .39ctw.	Vau001056671
Estella - BB-M1880R310.	Vau001092694

Ethos Collection.	VA0001696056
Faith Engagement Ring style M2078 et al.	Vau001111900
Faith Ring (with Jesus/Guardian Angel)	VA0001701150
Fia - AR-M1980R310.	Vau001092689
Fleur de Lis.	VA0001690004
Genesis.	VA0001690001
GR1781SPAOM mens sparta engraved ring.	Vau001092697
GR2123SPBOM mens sparta engraved ring.	Vau001092692
GR2128SPM Mens hand-engraved Sparta ring.	Vau001092686
Guardian Bracelet.	VA0001670305
Heart of Life.	VA0001689811
Heaven's Gates-B1820R510 and B1820R710.	Vau001079927

Heaven's Gates-M1820.	Vau001056773
Heaven's Gates-M1820.	Vau001056772
Heaven's Gates-M1825.	Vau001056760
Heaven's Gates-M1826.	Vau001056762
Heaven's Gates-M1827.	Vau001056759
Heaven's Gates-M1828.	Vau001056761
JK-B1940 Ladies Cascade Wedding Band.	Vau001092699
JK-B1960 Ladies Virtue wedding band.	Vau001092690
Ladies Clasped Guardian Links.	Vau001077583
Ladies Guardian Link.	Vau001077584
Ladies' wedding ring featuring Artiste Aurialis filigree and set with round cut diamonds .34ctw.	Vau001056607
Ladies' wedding ring featuring Artiste Aurialis filigree and set with round cut diamonds .56ctw.	Vau001056609

Mens Basketweave engraved cufflink with standard stud backing - GC2391SPM.	Vau001077600
Mens Clasped Guardian Links.	Vau001077420
Mens Sparta engraved cufflink with concave shape, pave black sapphires, and standard stud backing - GC2320SPABSS.	Vau001077132
Mens Sparta engraved cufflink with cross, black onyx end caps, and standard stud backing - GC2142SPBOM.	Vau001077425
Mens Sparta engraved cufflink with decorative oval stone and standard stud backing - GC2362.	Vau001077424
Mens Sparta engraved cufflink with decorative square stone and standard stud backing - GC2344.	Vau001077423
Mens Sparta engraved cufflink with pave black sapphires, black onyx end caps, and standard stud backing - GC2334SPBOBSM.	Vau001077585
Native.	VA0001689995

Necklace : no. NK362RDHDPP.	VA0001172007
Nexus Collection.	VA0001683940
Parisi Engagement Ring et al.	Vau001111896
Parisi - M2010R310.	Vau001092693
Protecting the Cross - N3378SRSPASB20.	Vau001078029
Rapture Collection.	VA0001684169
Regal Collection.	VA0001683938
Style no. M1010QDPP platinum diamond P/C MTG 0.50ct TW.	VA0001282860
Tears of Joy.	VA0001670301
Trophy.	VA0001218192
Troy.	VA0001689998
Troy - SK-G1025BC8.	VA0001701147
Troy SK-G1284BC.	VA0001701346
Troy with crosses.	VA0001696059

Troy with rivets.	VA0001696048
Two Hearts as One (creating one larger heart)	VA0001696050
Two hearts as one (opposing hearts)	VA0001696053
UnKaged Skull.	VA0001670308
Virtue - JK-M1960R310.	Vau001092695
Basketweave chain link bracelet and necklace sterling with and without gold : style no. B1108, B1110, N1078.	VA0001351254
Cuff basketweave bracelet sterling with and without gold : style no. B1001.	VA0001351255
Vine engraved.	VA0001397286
Necklace & 90 other titles.	V3629D786
Hoop basket weave earrings sterling with and without gold.	VA1352569
Buckle basketweave bracelet, with or without diamond sterling with and without gold	VA1319715

Basketweave ring with and without diamonds sterling or gold	VA1324223
Bolo chain link earrings, bracelet and necklace sterling with and without gold, with and without basketweave.	VA1329520