

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L.A. Gem and Jewelry Design, Inc.		06/30/2015	CORPORATION: INDIA
RECEIVING PARTY DATA			
Name:	Gold Star Jewellery PVT Ltd.		
Street Address:	GOLD STAR HOUSE, PLOT# 16P, 17, 28, 29P		
Internal Address:	SEEPZ - SEZ, ANDHE, MAHARASHTRA		
City:	MUMBAI		
State/Country:	INDIA		
Postal Code:	400096		
Entity Type:	COMPANY: INDIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86316403	LOVING ARMS	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	2016455616		
Email:	info@lzlawoffice.com		
Correspondent Name:	Alexander Lazouski		
Address Line 1:	14726 Bowfin Terrace		
Address Line 2:	Suite 1		
Address Line 4:	Lakewood Ranch, FLORIDA 34202		
NAME OF SUBMITTER:	Alexander Lazouski		
SIGNATURE:	/asl/		
DATE SIGNED:	09/17/2015		
Total Attachments: 3			
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OP \$40.00 86316403

TRADEMARK ASSIGNMENT

This assignment is made effective as of June 30, 2015.

In exchange for the consideration set forth in the Settlement Agreement dated June 30, 2015, among LA Gem & Jewelry Design, Inc. d/b/a LA Rocks ("LA Gem"), Gold Star Jewellery PVT Ltd. ("GS India"), Goldstar Jewellery LLC, Goldstar Independent LLC, and Fusionist, LLC ("Fusionist"), executed concurrently herewith (the "Settlement Agreement"), and in the Loving Arms License (as defined in the Settlement Agreement), LA Gem hereby assigns to GS India the following rights:

- (1) All rights and interests it may own or hold under the Trademark Assignment Agreement dated as of June 17, 2014, a copy of which is appended hereto, pursuant to which Fusionist assigned LA Gem Fusionist's LOVING ARMS Mark (as defined in the Settlement Agreement), except that the contractual license of Fusionist's LOVING ARMS Mark back to Fusionist shall terminate and Fusionist shall immediately cease using Fusionist's LOVING ARMS Mark.
- (2) LA Gem's trademark Application No. 86316403 for registration of the mark LOVING ARMS for use on jewelry ("LA Gem's Loving Arms Application").
- (3) Any and all rights and privileges provided under Fusionist's LOVING ARMS Mark and LA Gem's Loving Arms Application ("Marks"), any and all registrations of the Marks, and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof.
- (4) Any and all rights and privileges under the laws of unfair competition and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the Marks.
- (5) The business GOODWILL associated with the Marks, with the exception of any and all goodwill associated with LA Gem's ARMS OF LOVE Mark (as defined in the Settlement Agreement), which shall remain the sole and exclusive property of LA Gem.

Nothing herein shall in any way abrogate, limit, or restrict Licensee's rights to ownership or use of the mark ARMS OF LOVE, as such rights are expressly preserved and set forth in the Settlement Agreement executed concurrently herewith.

LA Gem represents and warrants that it is the sole owner of all of the foregoing assigned rights and interests in Fusionist's LOVING ARMS Mark, and has not assigned or otherwise conveyed or encumbered any ownership interest, or right of use, in Fusionist's LOVING ARMS Mark or LA Gem's Loving Arms Application.

Further, in exchange for the consideration and mutual releases set forth in the Settlement Agreement, Fusionist hereby acknowledges, and agrees to, the immediate termination of its license to use Fusionist's LOVING ARMS Mark, and shall (1) immediately cease using Fusionist's LOVING ARMS Mark, and (2) hereafter not use in any manner Fusionist's LOVING ARMS Mark or GS India's LOVING ARMS Mark (as defined in the Settlement Agreement).

This Trademark Assignment is executed concurrently with, and is conditioned upon, the full execution of the Settlement Agreement and the Loving Arms License.

LA GEM & JEWELRY DESIGN, INC.

By Joseph W. Belk

Its: President

FUSIONIST LLC

By _____

Its: _____

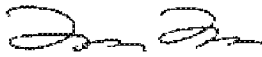
This Trademark Assignment is executed concurrently with, and is conditioned upon, the full execution of the Settlement Agreement and the Loving Arms License.

LA GEM & JEWELRY DESIGN, INC.

By _____

Its: _____

FUSIONIST LLC

By  _____

Its: PRESIDENT