

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359311

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premier Concepts, Inc.		12/23/2014	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Lenox Acquisition, LLC		
Street Address:	150 Dascomb Road		
City:	Andover		
State/Country:	MASSACHUSETTS		
Postal Code:	01810		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1995347	PREMIER COURT	
Registration Number:	3367951	PREMIER COURT	
Registration Number:	3067539		
Registration Number:	3101719	PREMIER	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	212-813-8800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	129959243500		
NAME OF SUBMITTER:	Janis Nici		
SIGNATURE:	/janis nici/		
DATE SIGNED:	10/20/2015		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made as of December 23, 2014 by PREMIER CONCEPTS, INC., a Maryland corporation ("Assignor") to LENOX ACQUISITION, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks, registrations, trade names and trade styles set forth on Schedule A attached hereto and the goodwill of the business symbolized by each of the trademarks, service marks, trade names and trade styles (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated December 12, 2014 (the "Purchase Agreement") pursuant to which Assignor has agreed to sell, assign and transfer and Assignee has agreed to purchase and accept from Assignor the assets of Assignor set forth in the Purchase Agreement relating to Assignor's Business and Brands (as defined in the Purchase Agreement), including, without limitation, the Trademarks; and

WHEREAS, Assignor and Assignee desire to further memorialize the assignment and assumption of the Trademarks pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Assignment, the undersigned hereby agrees as follows:

1. Assignment. Assignor does hereby sell, assign and transfer to Assignee its entire right, title and interest in and to the Trademarks, together with the goodwill connected with and symbolized by the Trademarks, free and clear of all liens, claims and encumbrances, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. This Assignment shall also include all income, royalties, damages and payments which now or hereafter become due or payable with respect to the Trademarks in and to all causes of action (at law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned under this Assignment. Notwithstanding the forgoing, the representations and warranties of Assignor set forth in the Purchase Agreement shall in no way be limited, extended, modified or amended by anything contained in this Assignment.

2. Cooperation. Assignor covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Trademarks, including, without limitation, recording the assignment with the United States Patent and Trademark Office.

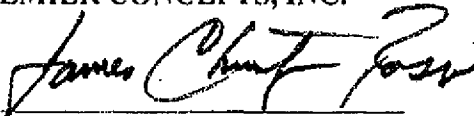
3. Governing Law. This Assignment shall be governed by the laws of the State of New York (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters including, but not limited to, matters of validity, construction, effect and performance.

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IN WITNESS WHEREOF, the Assignor has executed this Assignment of Trademarks as of the day and year first above written.

ASSIGNOR:

PREMIER CONCEPTS, INC.

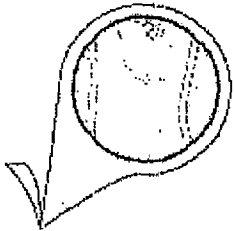
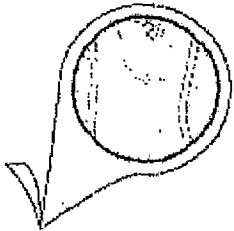
By: 

Name: James Christopher Rossi

Title: President

SCHEDULE A

Trademarks

MARK	REGISTRATION NO.
Typed Drawing – Premier Court	1995347
	3367951
PREMIER COURT	
	3067539
PREMIER	3101719

2122650

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TRADEMARK