

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383222

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900361247		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simon Golub & Sons, Inc.		04/05/2016	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	IJ Creations, LLC		
Street Address:	125 Park Avenue, 25th Floor, Suite 2508		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85820337	CARO	
Registration Number:	4205396	CARO74	
Registration Number:	3368612	CARO74	
Registration Number:	4254433	COLORE SG	
Registration Number:	4388251	COLORE SG	
Registration Number:	3371817	VALINA BRIDALS	
Registration Number:	4408015	VALINA BY CARO	
CORRESPONDENCE DATA			
Fax Number:	2039056747		
<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:	203-557-4224		
Email:	JFerdinand@24iplg.com		
Correspondent Name:	Edmund J. Ferdinand, III		
Address Line 1:	129 Post Road East		
Address Line 4:	Westport, CONNECTICUT 06880		
NAME OF SUBMITTER:	Edmund J. Ferdinand, III, Attorney		
SIGNATURE:	/ejf/		

DATE SIGNED:	05/05/2016
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Total Attachments: 6

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EXHIBIT A

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of the 5th day of April, 2016 (the "Effective Date"), by and between Simon Golub & Sons, Inc., a Washington corporation ("Seller") and IJ Creations, LLC, a Delaware limited liability company ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of all right, title and interest in and to the trademarks set forth and identified in Exhibit A (the "Trademarks");

WHEREAS, Purchaser wishes to acquire all right, title and interest in and to the Trademarks identified in Schedule 1 hereto (the "Trademarks"), and Seller wishes to sell all of its right, title interest in and to the Trademarks to Purchaser.

WHEREAS, contemporaneously with the execution of this Agreement, Seller and Purchaser have entered into a certain Asset Purchase Agreement ("APA") pursuant to which APA the Parties have agreed to the terms and conditions for the sale, transfer, and assignment of certain specified and delineated intellectual property assets from Seller to Purchaser for valuable consideration (the "Purchased IP Assets"), which Purchased IP Assets specifically include the Trademarks and all legal right, title and interest thereto.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth and described in the APA entered into by and between the Parties, the receipt and sufficiency of which is acknowledged and agreed, and in accordance with applicable law, the Parties hereby agree as follows:

1. ASSIGNMENT. Seller hereby assigns to Purchaser, and its successors, representatives and assigns, all right, title and interest in and to the Trademarks, , along with the goodwill of the business symbolized by use of the Trademarks, including all statutory and common law rights in said Trademarks, all Trademark registrations and applications in the United States and foreign countries, all royalties and licensing fees from said Trademarks, and the right to sue third parties for and recover damages for infringement of the Trademarks.
 - 1.1 Seller hereby authorizes the Commissioner of Trademarks of the United States, and any official of any other country empowered to issue patents, to record this assignment of all right, title and interest in the Trademarks to Purchaser.
2. CONSIDERATION. In consideration of the assignment and transfer of the Trademarks pursuant to this Agreement, and of the promises and covenants contained in this Agreement,

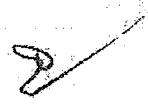
Purchaser shall pay to Seller the fee and/or other consideration set forth for said purchase in the Parties' APA, the receipt and sufficiency of which consideration is hereby acknowledged and agreed to by the Parties.

3. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller hereby represents and warrants
- 3.1 that Seller has the full right to convey the entire right and interest herein assigned, that there are no rights or interests outstanding which are inconsistent with the rights and interests granted herein, and that Seller will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.
- 3.2 that Seller has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and
- 3.3 that to the best of Seller's knowledge, the Trademarks are valid and enforceable as of the date of this Agreement.
- 3.4 At the time of this Agreement, Seller is not aware of, and has not received any notice or demand concerning, any third party infringement or misappropriation of the Trademarks.
- 3.5 At the time of this Agreement, Seller is not aware of, and has not received any notice or demand concerning, any third party claim that any Trademark, or Seller's use thereof, infringes the legal rights of a third party.
4. **FURTHER ACTIONS.** Seller hereby agrees to execute any further agreements and to take any further actions that may be necessary to aid Purchaser in perfecting its legal right, title and interest in and to the Trademarks, and, if necessary, in enforcing any and all protections or privileges deriving from the Trademarks.
5. **GOVERNING LAW.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of New York, without regard to conflicts of law principles.
6. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
7. **NOTICE.** Any notice required or otherwise given pursuant to this Agreement shall be delivered to the other Party in accordance with the Notice provisions set forth in the Parties' APA, which is incorporated by reference herein.




8. HEADINGS. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

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SIGNATURES FOLLOW ON NEXT PAGE*




IN WITNESS WHEREOF, Seller and Purchaser have each caused this Agreement to be executed and delivered as of the date first written above.

SIMON GOLUB & SONS, INC.
SELLER:



By: 
Name: SHREYAS K. DASTGE
Title: DIRECTOR

IJ CREATIONS, LLC
PURCHASER:

By: 
Name: Amy Jaffe
Title: President

SCHEDULE 1

TRADEMARKS, SERVICE MARKS, LOGOS

Mark/Name/Logo	United States App. No./Reg. No.	Class/Full Goods/Services
<u>CARO</u> CARO	SN: 85/820,337	(Int'l Class: 14) cut diamonds; diamonds; jewelry
<u>CARO74</u> CARO74	RN: 4,205,396 SN: 85/531,375	(Int'l Class: 14) cut diamonds; diamonds; jewelry
<u>CARÓ74 and Design</u> 	RN: 3,368,612 SN: 77/174,216	(Int'l Class: 14) cut diamonds
<u>COLORE SG</u> COLORE SG	RN: 4,254,433 SN: 85/144,559	(Int'l Class: 14) jewelry
<u>COLORE SG and Design</u> COLORE SG	RN: 4,388,251 SN: 85/883,664	(Int'l Class: 14) jewelry
<u>VALINA BRIDALS and Design</u> 	RN: 3,371,817 SN: 77/152,574	(Int'l Class: 14) jewelry
<u>VALINA BY CARO</u>	RN: 4,408,015 SN: 85/634,631	(Int'l Class: 14) jewelry

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