

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383268

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BIXLER'S, INC.		04/27/2016	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Sporn Company, Inc.		
<b>Street Address:</b>	227 Main Street		
<b>City:</b>	Burlington		
<b>State/Country:</b>	VERMONT		
<b>Postal Code:</b>	05401		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3562996	BIXLER'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8028627512		
<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>			
<b>Phone:</b>	802-863-2375		
<b>Email:</b>	tmip@drm.com		
<b>Correspondent Name:</b>	Peter Kunin		
<b>Address Line 1:</b>	Downs Rachlin Martin PLLC		
<b>Address Line 2:</b>	199 Main Street, P.O. Box 190		
<b>Address Line 4:</b>	Burlington, VERMONT 05402-0190		
<b>ATTORNEY DOCKET NUMBER:</b>	13621009UST1		
<b>NAME OF SUBMITTER:</b>	Peter Kunin		
<b>SIGNATURE:</b>	/peter kunin/		
<b>DATE SIGNED:</b>	05/05/2016		
<b>Total Attachments: 2</b>			
source=Trademark Assignment Bixler's Bash Jewelers Maurer to Sporn (fully executed 04.27.16)#page1.tif			
source=Trademark Assignment Bixler's Bash Jewelers Maurer to Sporn (fully executed 04.27.16)#page2.tif			

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, made this 27th day of April, 2016, is by and between THE SPORN COMPANY, INC., a New York corporation, on the one hand (the "Assignee"); and BIXLER'S, INC., a Pennsylvania corporation ("Bixler's"), BASH JEWELERS, INC., a Pennsylvania corporation (the "Company"), and MARK MAURER, the sole shareholder of Bixler's, a Pennsylvania domiciliary ("Maurer"), on the other hand (hereinafter collectively referred to as the "Assignors").

### Preliminary Statement.

The Assignors and the Assignee have entered into an Asset Purchase Agreement, of even date herewith (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase certain assets of Assignors, including but not limited to the Bixler's Jewelry Store (the "Store"), space no. 4, located at "The Shops at 3900 Hamilton Center" strip center, 3900 Hamilton Blvd., Allentown, Pennsylvania 18103. The execution and delivery of this Trademark Assignment is a condition precedent to the obligations of Assignee under the Purchase Agreement. Capitalized terms not otherwise defined herein shall have the meanings given in the Purchase Agreement.

### Assignment.

1. The Assignors desire to assign and transfer to Assignee all rights worldwide to foreign and U.S. trademarks, service marks, copyrights, franchises, trade names, jingles, slogans and logos, symbols, trade dress, d/b/a's, Internet domain names, or rights thereto, owned or held by Bixler's, Maurer, and their respective affiliates, or by the Store itself, that are used or held for use in connection with the Business and operations of the Store, including but not limited to the following common law and registered trademarks and service marks: "Bixler's" (registered in the United States Patent and Trademark Office as U.S. Reg. No. 3,562,996, issued on January 20, 2009), and "Bixler's Jewelers", "America's Oldest Jewelry Store", "America's Oldest Jeweler", "America's Oldest Jeweler, Established 1785", "America's Oldest Jeweler And Silversmith", and any variations or derivations of the foregoing (all of the foregoing are collectively referred to as the "Trademarks") and all goodwill of Assignors associated with the Trademarks,

2. The Assignee is desirous of acquiring the Trademarks, and all rights of the Assignors in and to the Trademarks.

3. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby sell, assign, transfer and convey to the Assignee all of Assignors' right, title and interest in and to the Trademarks, specifically including all of Bixler's right, title and interest in and to U.S. Registration Number 3,562,996, issued on January 20, 2009, together with all rights to secure renewals, reissues and extensions of said registration, and that part of the goodwill of Assignors' business connected with the use of and symbolized by the Trademarks, specifically including U.S. Registration Number 3,562,996.

[Balance of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Assignee and the Assignors have executed this Trademark Assignment as of the date first set forth above.

By: WITNESS  
P.A. Call

**THE SPORN COMPANY, INC.**  
By: [Signature]  
Print name and title: Perry Sporn, President

By: WITNESS  
P.A. Call

**BIXLER'S, INC.**  
By: [Signature]  
Print name and title: Mark Maurer, President

By: WITNESS  
P.A. Call

**BASH JEWELERS, INC.**  
By: [Signature]  
Print name and title: Mark Maurer, President

By: WITNESS  
P.A. Call

**MARK MAURER**  
By: [Signature]

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