

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449368

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/17/2017

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Star Ring, Inc.		09/15/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Quality Gold, Inc.
Street Address:	500 Quality Boulevard
City:	Fairfield
State/Country:	OHIO
Postal Code:	45018
Entity Type:	Corporation: OHIO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	86881159	TWO PROMISE
Serial Number:	86879943	FIRST PROMISE
Registration Number:	4966344	HSTAR
Registration Number:	4966074	LUMASTAR
Registration Number:	4966041	GEMMAG
Registration Number:	4965947	BLOOMING BRIDAL
Registration Number:	4110216	DIAMONORE

CORRESPONDENCE DATA

Fax Number: 5132416234

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: 5132412324

Email: sgraber@whe-law.com

Correspondent Name: Sarah Otte Graber

Address Line 1: 441 Vine Street

Address Line 2: 2700 Carew Tower

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	Sarah Otte Graber
SIGNATURE:	/Sarah O. Graber/

OP \$190.00 86881159

DATE SIGNED:	11/01/2017
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Total Attachments: 3
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INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Star Ring, Inc. is a California corporation located at 9256 Owensmouth Avenue, Chatsworth, California 91311 (hereinafter "Assignor"); and

WHEREAS, Assignor acquired and owned the entire rights, title and interests to all the trademarks listed on Exhibit A and through the activities of itself and/or its licensee(s) and/or related company(ies), Assignor has a bona fide intention to use in interstate commerce in the U.S.A. the marks listed on Exhibit B in connection with the sale of various goods listed in Class 14, and has filed applications with the United States Patent and Trademark Office under Section 1(b) of the Trademark Act, based on its bona fide intent to use such mark in commerce, but has not yet filed an allegation of use of the mark under Section 1(c) or 1(d) of the Trademark Act, (all marks collectively (hereinafter "Trademarks")); and

WHEREAS, the Assignor previously entered into an Asset Purchase Agreement on May 17, 2017, with Quality Gold, Inc. duly organized and existing under the laws of the State of Ohio, having its principal office and place of business at 500 Quality Boulevard Fairfield OHIO 45018 (hereinafter "Assignee");

WHEREAS, the Assignor registered and owns the domain names identified on Exhibit C (hereinafter "Domain Names");

WHEREAS, the Assignor acquired and owned the entire rights, title and interest to all of the copyrighted works identified on Exhibit D, (hereinafter "Works");

WHEREAS, Assignee has acquired the Trademarks, and the entire business or portion thereof to which the Trademarks pertains as required by 15 U.S.C. §1060, the Works;

WHEREAS, Assignor assigned and transferred all of its rights, title and interests to the Trademarks to Assignee and Assignee acquired all rights, title and interests, along with the goodwill associated with said Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, nunc pro tunc as of the date of actual transfer, to-wit, on or about May 17, 2017, to Assignee all rights, title and interests in said Trademarks, and the identified registrations and applications as part of the entire business or portion thereof to which the mark pertains as required by 15 U.S.C. §1060, to Assignee, its successors, assigns and legal representatives, along with the goodwill associated with said Trademarks; its entire right, title and interest throughout the world in and to the copyrights in the Works, including the right to secure copyright registrations therefor throughout the world and the right to sue and collect for past infringement, and all rights, titles and interests in the Domain Names.

FURTHER, Assignor agrees that within 120 days of the date of this assignment, it will transfer ownership (including without limitation executing documents and taking any and all

appropriate and reasonable actions at the request of Assignee or its representatives) of the Domain Name.

This assignment is effective as of May 17, 2017.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be signed and executed by themselves and the undersigned officers thereunto duly authorized as of the date of this Assignment.

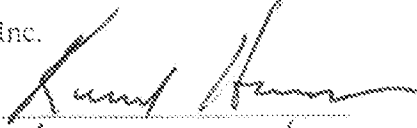
ASSIGNOR

Star Ring, Inc.

By: _____

Name: _____

Title: _____


KENNETH HARRISON
Pres.

ASSIGNEE

Quality Gold, Inc.

By: _____

Name: _____

Title: _____



Michael Langhammer
CEO

EXHIBIT A

<u>Serial Number</u>	<u>Reg. Number</u>	<u>Mark</u>
386693435	4966344	IISTAR
86583938	4966074	LUMASTAR
86571195	4966041	GEMMAG
86554973	4965947	BLOOMING BRIDAL
85289026	4110216	DIAMONORE

EXHIBIT B

<u>Serial Number</u>	<u>Mark</u>
86881159	TWO PROMISE
86879943	FIRST PROMISE

EXHIBIT C

EXHIBIT D