

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477251

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.S.N. Jewellery, Inc.		08/18/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Unique Designs		
Street Address:	521 5th Avenue		
Internal Address:	Suite 820		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10175		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4554128	CANADIAN ICE	
Registration Number:	4413245	PASSIONATE HEART	
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:	8566733919		
Email:	ksherlock@archerlaw.com		
Correspondent Name:	Kate Sherlock		
Address Line 1:	One Centennial Sq.		
Address Line 4:	Haddonfield, NEW JERSEY 08033		
NAME OF SUBMITTER:	Kate A. Sherlock		
SIGNATURE:	/Kate A. Sherlock/		
DATE SIGNED:	06/08/2018		
Total Attachments: 6			
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ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made, entered into and effective as of this 16th day of August, 2016, by J.S.N. Jewellery Inc. ("Assignor") in favour of Unique Designs, Inc. ("Assignee"), a corporation incorporated under the laws of the state of New York, with a registered office at 521 5th Avenue, Suite 820, New York, New York, United States of America, 10175.

WHEREAS, Assignor and Assignee each executed an offer to purchase made as of August 15, 2016 by the Purchaser and accepted by the Receiver on behalf of the Vendors on August 16, 2016 (the "**Asset Purchase Agreement**"), providing for the sale of certain assets, including: (i) the Assigned Trademarks (defined below); and (ii) the Domain Names and Related Rights (defined below), from Assignor to Assignee, and requiring that Assignor execute this Assignment;

WHEREAS, Assignee is desirous of acquiring all right, title and interest to all registered and common-law trademarks owned by Assignor, including the applications and registrations identified in Schedule "A" attached hereto (the "**Assigned Trademarks**"), and all of their associated goodwill;

WHEREAS, Assignee is desirous of acquiring all right, title and interest to all domain names owned by Assignor, including the domain names identified in Schedule "B", the associated registration and renewals, all goodwill associated therewith, and all other rights in the domain names throughout the world (collectively, the "**Domain Names and Related Rights**").

NOW THEREFORE, for good and valuable consideration, including the execution of the Asset Purchase Agreement by Assignor and Assignee, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Assigned Trademarks. Assignor confirms the sale of the Assigned Trademarks pursuant and subject to the terms and conditions of the Asset Purchase Agreement including, without limitation, section 6.4 of the Asset Purchase Agreement, and hereby sells, assigns and transfers to Assignee, its assigns and successors, the entire right, title and interest in and to Assigned Trademarks, together with all of the goodwill attaching to the Assigned Trademarks, the same to be held and enjoyed by Assignee as fully and completely as the same could have been held and enjoyed by the Assignor if this assignment had not been made, including the assignment of the right to take action and recover for damages, profits and costs arising from any past, present and future infringements of the Assigned Trademarks, and the right to oppose any application to register a trademark which may be confusingly similar to one of the Assigned Trademarks.
2. Assignment of Domain Names and Related Rights. Assignor confirms the sale of the Domain Names and Related Rights pursuant and subject to the terms and conditions of the Asset Purchase Agreement including, without limitation, section 6.4 of the Asset Purchase Agreement, and hereby assigns, sells, and transfers to Assignee, its


assigns and successors, the entire right, title and interest in and to the Domain Names and Related Rights, including the right to sue and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto. The Assignee is to hold all right, title and interest in and to the Domain Names and Related Rights as fully and completely as it would have been held and enjoyed by the Assignor had this assignment not been made.

3. Authorization to Domain Name Registrars. The Assignor authorizes and requests the Assignee to request the registrar for each of the Domain Names to record the Assignee as the assignee or transferee of the Domain Names and shall, promptly upon presentation to the Assignor by the Assignee, execute, or procure the execution of, such transfer documents and provide such information as required by the Registrar to transfer the Domain Names and Related Rights to the Assignee.
4. Further Assurances. Assignor further agrees, from time to time, to make, do, and execute, or cause to be made, done, or executed all such further acts, deeds, assurances, or things that may be deemed necessary or advisable to give effect to the foregoing provisions.

[SIGNATURE PAGES FOLLOW]

EXECUTED at Toronto, on this 17th day of August, 2016.

ASSIGNOR: J.S.N. JEWELLERY INC.


Name: Daniel Sobel, for FAAN Advisors Group Inc.

Title: Chief Restructuring Officer and in no other capacity

Before me, a notary public in and for the Province of Ontario, on this 17th day of August, 2016, personally appeared Daniel Sobel, who acknowledged to me that he/she is the Managing Director of the Co of J.S.N. Jewellery Inc., who executed the within Assignment on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

Joshua Harley Sean Hurttz

Joshua

EXECUTED at New York, NY, on this 18 day of August, 2016.

ASSIGNEE: UNIQUE DESIGNS, INC.



Name:

CEO

Title:

**SCHEDULE A
TRADEMARKS**

CANADA

Trademark	Application Number	Registration Number
ELITE COLLECTION	1,361,994	TMA718,766
LuLu Diamond & Gold Collection	1,368,881	TMA724,749
The Elite Diamond Collection	1,368,883	TMA722,723
Always & Forever Family Collection	1,369,345	TMA722,722
Canadian Ice Diamonds	1,427,477	TMA785,154
the coolest diamonds on earth	1,445,849	TMA785,152
Passionate Heart	1,469,403	TMA785,155
...nothing shines brighter	1,469,404	TMA785,156
Soul Mates Diamond Collection	1,655,752	
Forever Loved Diamond Collection	1,666,827	
Ice Beats Diamond Collection	1,705,833	
Diamond Vibes Diamond Collection	1,705,838	
Colour Couture Diamond Collection	1,714,794	

UNITED STATES

Trademark	Application Number	Registration Number
CANADIAN ICE	85674611	4554128
PASSIONATE HEART	85699881	4413245

**SCHEDULE B
DOMAIN NAMES**

canadianice.com

diamondblossomcut.com

afjewellery.com

Assignment of Trademarks and Domain Names – J.S.N. Jewellery Inc.