

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A. JAFFE, INC.		09/26/2018	Corporation:
RECEIVING PARTY DATA			
Name:	ABG Intermediate Holdings 2 LLC		
Street Address:	1411 Broadway, Fourth Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3558634	A DIAMOND IS A GIRL'S BEST FRIEND	
Registration Number:	3269035	DIAMONDS ARE A GIRL'S BEST FRIEND	
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:	6464909839		
Email:	trademark@abg-nyc.com		
Correspondent Name:	Bridgette Fitzpatrick		
Address Line 1:	1411 Broadway, Fourth Floor		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Bridgette Fitzpatrick		
SIGNATURE:	/Bridgette Fitzpatrick/		
DATE SIGNED:	10/18/2018		
Total Attachments: 13			
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OP \$65.00 3558634

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is executed and delivered as of September 26, 2018, by RICHARD LEVIN, NOT INDIVIDUALLY BUT SOLELY IN HIS CAPACITY AS CHAPTER 11 TRUSTEE ("Seller") OF FIRESTAR DIAMOND, INC., FANTASY, INC., and A. JAFFE, INC., ("Debtors") and ABG Intermediate Holdings 2 LLC, ("Buyer") (each a "Party"). Seller and Buyer agree:

Assignment and Assumption. Effective as of the date hereof, for the consideration set forth below of this Intellectual Property Assignment Agreement ("Agreement"), Seller sells, assigns, grants, conveys and transfers to Buyer all of Seller's right, title and interest in, to, and under the intellectual property listed on the attached Schedule (the "Transferred Intellectual Property"), in each case free and clear of all liens, claims, encumbrances, and other interests.

Further Assurances. Whenever and as often as reasonably requested to do so by Buyer, Seller agrees to acknowledge, execute, and deliver such other instruments of transfer and take such other action as may be required more effectively to transfer to, and vest in, Buyer all of Seller's right, title, and interest in, to, and under the Transferred Intellectual Property.

Purchase Price. In consideration of the transaction contemplated hereby (the "Transaction"), Buyer shall, subject to the terms and conditions of this Agreement, pay Seller an aggregate amount of \$50,000 (the "Purchase Price") at the time of the delivery of this Agreement.

"AS IS" Transaction. Buyer acknowledges and agrees that Seller makes no representations or warranties whatsoever, statutory, express, or implied, with respect to any matter relating to Debtors' diamond and jewelry businesses (the "Business") or with respect to the Transferred Intellectual Property, including income to be derived or expenses to be incurred in connection with the Business or the Transferred Intellectual Property, the value or transferability of the Transferred Intellectual Property (or any portion thereof), or the merchantability or fitness for any particular purpose as to any portion of the Transferred Intellectual Property. Buyer acknowledges that Buyer has had an opportunity to conduct an independent inspection and investigation of the Transferred Intellectual Property. Accordingly, Buyer accepts the Transferred Intellectual Property at the closing date "AS IS," "WHERE IS," and "WITH ALL FAULTS," subject to the provisions of this Intellectual Property Assignment Agreement providing that the sale of the Transferred Intellectual Property is free and clear of all liens, claims, encumbrances, and other interests.

Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, any Internet domain name registrar, and the officials of corresponding entities or agencies in any applicable jurisdictions, as applicable, to record this Agreement. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, as may be necessary to effect, evidence or perfect the assignment of the Seller Intellectual Property to Buyer.

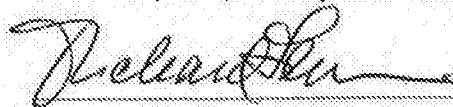
Binding Effect. This Intellectual Property Assignment Agreement shall be binding upon, and inure to the benefit of, Seller's and Buyer's respective successors and assigns.

Counterparts. This Intellectual Property Assignment Agreement may be executed in several counterparts (including by fax or PDF via email), each of which when so executed will be deemed to be an original and all of which will together constitute one and the same agreement.

Governing Law; Venue. This Intellectual Property Assignment Agreement is and shall be deemed to be a contract entered into and made under the laws of the State of New York and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of New York, without reference to its conflict of laws principles. Any action, claim, suit, or proceeding arising out of, based upon or relating to this Intellectual Property Assignment Agreement or the Transaction (an "Action") shall be brought solely in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Each Party agrees that it will not bring any Action in any other court; but if the Bankruptcy Court does not have jurisdiction, any Action shall be heard and determined solely in the appropriate courts located in the County of New York. **EACH PARTY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL RIGHT SUCH PARTY MAY HAVE TO TRIAL BY JURY IN ANY ACTION.**

Seller's Capacity as Trustee of the Debtors; Limitation on Liability. Buyer acknowledges that Seller is the Chapter 11 trustee of the Debtors' estates and that Seller enters into this Intellectual Property Assignment Agreement solely in his capacity as Chapter 11 trustee of the Debtors' estates and not in his personal capacity, and no liability or obligations accrue to him personally as a result of this Intellectual Property Assignment Agreement. Buyer acknowledges and understands that (i) case no. 18-10509-SHL was filed as a voluntary case and that the Seller has very limited information regarding the Debtors and their assets, and (ii) any claim that it may assert under this Intellectual Property Assignment Agreement or under the Transaction will be made solely against the Debtors' bankruptcy estates.

**RICHARD LEVIN, NOT INDIVIDUALLY BUT
SOLELY IN HIS CAPACITY AS CHAPTER 11
TRUSTEE OF FIRESTAR DIAMOND, INC.,
FANTASY, INC., and A. JAFFE, INC.,**



ABG Intermediate Holdings 2 LLC

By: 

Name:

JAN DUBINER

Title:

GENERAL COUNSEL

Schedule of Transferred Intellectual Property

See attached.

Domain Names		
Diamonds Are A Girl's Best Friend		
Control #	URL	Expiration Date
1	Diamondsareagirlsbestfriend.com	10/12/2018
2	Diamondsareagirlsbestfriends.com	1/29/2021
3	Diamonds-are-a-girls-best-friend.co	11/23/2021

Active Trademarks											
Diamonds Are A Girl's Best Friend											
Class #	Mark	Country	Owner	Current Use By	Status	App. No.	App. Date	Reg. No.	Reg. Date	Serial No.	Note
1	DIAMONDS ARE A GIRL'S BEST FRIEND	Canada	A. Jaffe, Inc.	Firestar	Registered	1,538,155	8/3/2011	227,723	12/8/2012	17475	
2	DIAMONDS ARE A GIRL'S BEST FRIEND	European Union	A. Jaffe, Inc.	Firestar	Registered	1089956	7/25/2011	1089956	7/25/2011	17483	
3	A DIAMOND IS A GIRL'S BEST FRIEND	United States	A. Jaffe, Inc.	Firestar	Registered	77307472	10/18/2007	3538634	1/8/2008	17309	
4	DIAMONDS ARE A GIRL'S BEST FRIEND	United States	A. Jaffe, Inc.	Firestar	Registered	78166026	2/11/2004	3269035	7/24/2007	17653	
5	DIAMONDS ARE A GIRL'S BEST FRIEND	WIPO	A. Jaffe, Inc.	Firestar	Registered	1089956	7/25/2011	1089956	7/25/2011	17484	
6	DIAMONDS ARE A GIRL'S BEST FRIEND	United States	Firestar Diamond, Inc.	Funstar	Registered	77734241	10/12/2002	4234328	10/30/2012	17941	For Video Games Only

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

FIRESTAR DIAMOND, INC., *et al.*

Debtors.¹

Chapter 11

No. 18-10509 (SHL)

(Jointly Administered)

**ORDER AUTHORIZING ASSIGNMENT OF
INTELLECTUAL PROPERTY (IP LOT 1) FREE AND
CLEAR OF INTERESTS TO ABG INTERMEDIATE HOLDINGS 2 LLC**

The Trustee Richard Levin, in accordance with the Bankruptcy Court's *Order Establishing Sale Procedures For Trustee To Sell Assets Free And Clear Of All Liens And Other Interests* entered August 24, 2018 [Dkt. 389] and *Notice of Firestar Public Sale 1, Public Sale 2, and Public Sale 3* [Dkt. 411], requests an order authorizing him to sell, assign, grant, convey and transfer the interest of Firestar Diamond, Inc. and A. Jaffe, Inc. (the "**Debtors**") in intellectual property (the "**Transferred Intellectual Property**") described in the Intellectual Property Assignment Agreement attached as Exhibit 1 to this Order free and clear of all liens, claims, interests, and encumbrances under section 363 of the Bankruptcy Code; and the Court finding that: (i) the purchaser ABG Intermediate Holdings 2 LLC (the "**Purchaser**") is a purchaser in good faith within the meaning of 11 U.S.C. § 363(m); (ii) the Trustee has given appropriate notice of the Motion and the sale under the circumstances and no other or further notice is necessary; and (iii) in light of the absence of any objections or other responses to the Motion and the notice given by the Trustee, any party with a lien, claim, encumbrance, or other interest in or against the Transferred Intellectual Property has consented to the sale free and clear within the meaning of 11 U.S.C. § 363(f)(2),

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Firestar Diamond, Inc. (2729), Fantasy, Inc. (1673), and Old AJ, Inc. f/k/a A. Jaffe, Inc. (4756).

IT IS ORDERED THAT:

1. The Trustee is authorized under 11 U.S.C. § 363(b) and (f) and Fed. R. Bankr. P. 6004 to sell the Debtors' interest in the Transferred Intellectual Property to the Purchaser under the Intellectual Property Assignment Agreement attached as Exhibit 1 to this Order, which agreement is approved in its entirety.

2. The sale of the Transferred Intellectual Property to the Purchaser shall be free and clear of all liens, claims, encumbrances, constructive trust, or other interests, with any such interests to attach to the proceeds of the sale.

3. *Based on the representations made by the Trustee to the Court*, the Purchaser is deemed to have acted in good faith, as that term is used in section 363(m) of the Bankruptcy Code, with respect to entry into the Intellectual Property Assignment Agreement and consummation of the transactions thereby, and no reversal or modification of this Order on appeal will affect the validity of the Intellectual Property Assignment Agreement or the transactions contemplated thereby.

4. The Intellectual Property Assignment Agreement and the transactions contemplated thereby may not be avoided under section 363(n) of the Bankruptcy Code.

5. Under Fed. R. Bankr. P. 6004(h), this Order shall not be stayed for fourteen days after entry, but shall be effective and enforceable immediately.

6. This Court shall retain exclusive jurisdiction to enforce the provisions of this Order. To the extent any provisions of this Order shall be inconsistent with the Motion, the terms of this Order shall control.

Dated: October 11, 2018

/s/ Sean H. Lane
The Honorable Sean H. Lane
United States Bankruptcy Judge

Exhibit 1
(IP Lot 1 Intellectual Property Assignment Agreement)

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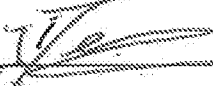
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ABG Intermediate Holdings 2 LLC

By: 
Name: JAY DUBINER
Title: GENERAL COUNSEL

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See attached.



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