

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504204

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900470590		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FIRESTAR DIAMOND, INC.		09/26/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABG Intermediate Holdings 2 LLC		
<b>Street Address:</b>	1411 Broadway, Fourth Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4234328	DIAMONDS ARE A GIRL'S BEST FRIEND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6464909839		
<b>Email:</b>	trademark@abg-nyc.com		
<b>Correspondent Name:</b>	Bridgette Fitzpatrick		
<b>Address Line 1:</b>	1411 Broadway, Fourth Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>NAME OF SUBMITTER:</b>	Bridgette Fitzpatrick		
<b>SIGNATURE:</b>	/Bridgette Fitzpatrick/		
<b>DATE SIGNED:</b>	01/03/2019		
<b>Total Attachments: 5</b>			
source=IP Lot 1 Assignment Agreement#page1.tif			
source=IP Lot 1 Assignment Agreement#page2.tif			
source=IP Lot 1 Assignment Agreement#page3.tif			
source=IP Lot 1 Assignment Agreement#page4.tif			
source=IP Lot 1 Assignment Agreement#page5.tif			

## 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.

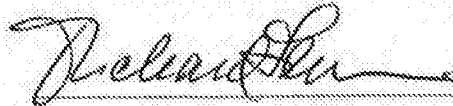
**Binding Effect.** This Intellectual Property Assignment Agreement shall be binding upon, and inure to the benefit of, Seller's and Buyer's respective successors and assigns.

**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: JAROSLAV JAROSLAV  
Title: GENERAL COUNSEL

Schedule of Transferred Intellectual Property

See attached.

<b>Domain Names</b>		
<b>Diamonds Are A Girl's Best Friend</b>		
<b>Control #</b>	<b>URL</b>	<b>Expiration Date</b>
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	1089926	7/25/2011	1089916	7/25/2011	17483	
2	A DIAMOND IS A GIRL'S BEST FRIEND	United States	A. Jaffe, Inc.	Firestar	Registered	77307472	10/18/2007	3538634	1/8/2008	17309	
2	DIAMONDS ARE A GIRL'S BEST FRIEND	United States	A. Jaffe, Inc.	Firestar	Registered	78166026	2/11/2004	3269033	7/24/2007	17653	
3	DIAMONDS ARE A GIRL'S BEST FRIEND	WIPO	A. Jaffe, Inc.	Firestar	Registered	1089926	7/25/2011	1089916	7/25/2011	17484	
8	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