

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Worldwide Diamond Trademarks Ltd.		04/12/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	199 Bay Street, 11th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5L1A2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4535012	IDEAL CUSHION	
Registration Number:	4650623	IDEAL CUSHION	
Registration Number:	4655420	IDEAL SQUARE	
Registration Number:	5084597	IDEAL CUSHION	
Registration Number:	5047166	IDEAL HEART	
Registration Number:	4980830		
Registration Number:	5486902	IDEAL OVAL	
Registration Number:	5475904	IDEAL HEART	
Registration Number:	5079872	IDEAL OVAL	
Registration Number:	4766841	ARCTIC CIRCLE DIAMONDS	
Registration Number:	4181674	CANADIAN ROCKS	
Registration Number:	4091198	CANADIAN NORTHERN LIGHTS DIAMONDS	
Registration Number:	4097457	CANADIAN ROCKS	
Registration Number:	3014342	GLACIER FIRE	
Registration Number:	2842374	HRA	
CORRESPONDENCE DATA			
Fax Number:	2123183400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 1 512 536 4553
Email: martin.rosenfeld@nortonrosefulbright.com
Correspondent Name: Christopher Weimer
Address Line 1: 98 San Jacinto Blvd., Suite 1100
Address Line 2: Norton Rose Fulbright US LLP
Address Line 4: Austin, TEXAS 78701-4255

ATTORNEY DOCKET NUMBER:	1001062646 HRA
NAME OF SUBMITTER:	Christopher Weimer
SIGNATURE:	/Christopher Weimer/
DATE SIGNED:	04/17/2019

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this **Agreement**), dated as of April 12, 2019, is made by Crossworks Manufacturing Ltd. and Worldwide Diamond Trademarks Ltd. (collectively, the **Grantors**, and each, a **Grantor**) in favour of Canadian Imperial Bank of Commerce, in its capacity as Agent (the **Secured Party**) under a Credit Agreement between, among others, the Grantors and the Secured Party, dated as of the date hereof (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the **Credit Agreement**) .

WITNESSETH:

WHEREAS each of the Grantors (as applicable) is the registered owner of the Canadian trademarks, and patent applications listed in Schedule "A" hereto (collectively, the **Canadian Trademarks and Patents**);

WHEREAS each of the Grantors (as applicable) is the registered owner of the United States trademarks and patents listed in Schedule "B" hereto (collectively, the **US Trademarks and Patents** and together with the Canadian Trademarks and Patents, the **Intellectual Property**);

WHEREAS the Secured Party and the Grantors, among others, have entered into that certain security agreement dated as of the date hereof as collateral security for the payment and performance of certain obligations as more fully described therein (the **Security Document**), pursuant to which each Grantor granted to the Secured Party a security interest in and to, now and hereafter, among other things, the Intellectual Property;

WHEREAS the Grantors and the Secured Party have perfected (rendered opposable against third parties) the Security Document in the Intellectual Property in accordance with applicable law, including the laws of the Province of Ontario; and

WHEREAS the Grantors and the Secured Party have agreed to enter into this Agreement for the purposes of recording the Security Document and the security created thereunder in the Intellectual Property with the Canadian Intellectual Property Office (the **CIPO**) and the United States Patent and Trademark Office (the **USPTO**).

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor and the Secured Party hereby agree as follows:

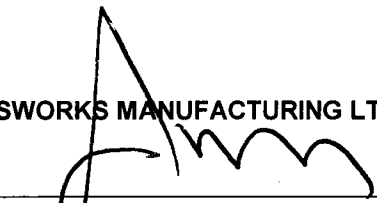
1. The Grantors and the Secured Party hereby confirm that they have entered into the Security Document and that, pursuant to the Security Document, each Grantor has granted to and in favour of the Secured Party a security interest in and to, now and hereafter, among other things, the Intellectual Property.
2. Each Grantor and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in, the Intellectual Property are more fully set forth in the Security Document and that in the event of a conflict between the provisions of this Agreement and the provisions of the Security Document, the terms of the Security Document shall control.
3. Each Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the CIPO record this Agreement with respect to the Canadian Trademarks and Patents.

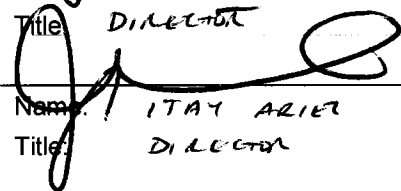
4. Each Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the USPTO record this Agreement with respect to the US Trademarks and Patents.
5. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflict of law principles.
7. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.*

[SIGNATURE PAGES FOLLOW]

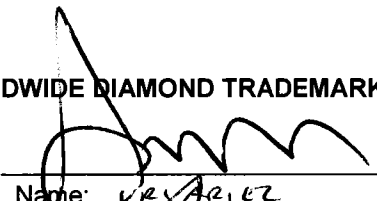
IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

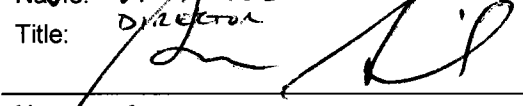
CROSSWORKS MANUFACTURING LTD.

Per: 
Name: URI ARIEL
Title: DIRECTOR

Per: 
Name: ITAY ARIEL
Title: DIRECTOR


WORLDWIDE DIAMOND TRADEMARKS LTD.

Per: 
Name: URI ARIEL
Title: DIRECTOR

Per: 
Name: SARA ARIEL
Title: DIRECTOR

[Signatures continue on next page]

CANADIAN IMPERIAL BANK OF COMMERCE,
as Secured Party

By: 
Name: Courtney Savage
Title: Authorized Signatory

By: 
Name: Geoff Golding
Title: Authorized Signatory

SCHEDULE "A"

CANADIAN TRADEMARKS

Trademark	Owner	Registration Number/ Application No.	Country
IDEAL OVAL	Worldwide Diamond Trademarks Ltd.	TMA1005489 App. No. 1747783	Canada
IDEAL HEART	Worldwide Diamond Trademarks Ltd.	TMA1003318 App. No. 1743927	Canada
IDEAL SQUARE	Worldwide Diamond Trademarks Ltd.	TMA967533 App. No. 1715363	Canada
IDEAL CUSHION	Worldwide Diamond Trademarks Ltd.	TMA899029 App. No. 1634404	Canada
IDEAL SQUARE & Design	Worldwide Diamond Trademarks Ltd.	TMA967520 App. No. 1715367	Canada
VICTOR DIAMONDS	Crossworks Manufacturing Ltd.	TMA801887 App. No. 1430466	Canada

CANADIAN PATENTS

Description	Owner/Applicant	Status	Registration/Application Number
MODIFIED PRINCESS CUT DIAMOND HAVING HEARTS AND ARROWS PATTERN AND METHOD	Worldwide Diamond Trademarks Ltd.	GRANTED	2805441
HEART SHAPED DIAMOND CUT HAVING HEARTS AND ARROWS PATTERN	Worldwide Diamond Trademarks Ltd.	GRANTED	2,686,339
DECAGONAL SHAPED DIAMOND WHICH DISPLAYS HEARTS AND ARROWS PATTERN	Worldwide Diamond Trademarks Ltd.	GRANTED	2,737,469

Description	Owner/Applicant	Status	Registration/Application Number
DECAGONAL SHAPED DIAMOND WHICH DISPLAYS HEARTS AND ARROWS PATTERN	Worldwide Diamond Trademarks Ltd.	FILED	2,863,529

CANADIAN INDUSTRIAL DESIGNS

Description	Owner/Applicant	Status	Registration/Application Number
GEMSTONE	Worldwide Diamond Trademarks Ltd.	GRANTED	151257
OVAL SHAPED GEMSTONE	Worldwide Diamond Trademarks Ltd.	GRANTED	161533
MODIFIED OVAL SHAPED GEMSTONE	Worldwide Diamond Trademarks Ltd.	GRANTED	161534
DE2155D-CA FLOWER PRINCESS SHAPED DIAMOND	Worldwide Diamond Trademarks Ltd.	GRANTED	152078

SCHEDULE "B"

UNITED STATES TRADEMARKS

Trademark	Status	Registration Number	Country	Owner	Assignment
IDEAL CUSHION	Registered	4535012	<u>U.S.</u>	Worldwide Diamond Trademarks, Ltd.	No assignment has been recorded at the USPTO
IDEAL CUSHION (and design)	Registered	4650623	<u>U.S.</u>	Worldwide Diamond Trademarks, Ltd.	No assignment has been recorded at the USPTO
IDEAL SQUARE (and design)	Registered	4655420	<u>U.S.</u>	Worldwide Diamond Trademarks, Ltd.	No assignment has been recorded at the USPTO
IDEAL CUSHION	Registered	5084597	<u>U.S.</u>	Worldwide Diamond Trademarks, Ltd.	No assignment has been recorded at the USPTO
IDEAL HEART	Registered	5047166	<u>U.S.</u>	Worldwide Diamond Trademarks, Ltd.	No assignment has been recorded at the USPTO
IDEAL HEART TRADE DRESS	Registered	4980830	<u>U.S.</u>	Worldwide Diamond Trademarks, Ltd.	No assignment has been recorded at the USPTO
IDEAL OVAL (and design)	Registered	5486902	<u>U.S.</u>	Worldwide Diamond Trademarks, Ltd.	No assignment has been recorded at the USPTO
IDEAL HEART	Registered	5475904	<u>U.S.</u>	Worldwide Diamond Trademarks, Ltd.	No assignment has been recorded at the USPTO
IDEAL OVAL	Registered	5079872	<u>U.S.</u>	Worldwide Diamond Trademarks, Ltd.	No assignment has been recorded at the USPTO
IDEAL HEART	Registered	5047166	<u>U.S.</u>	Worldwide Diamond Trademarks, Ltd.	No assignment has been recorded at the USPTO
ARCTIC CIRCLE DIAMONDS	Registered	4766841	<u>U.S.</u>	Worldwide Diamond Trademarks, Ltd.	No assignment has been recorded at the USPTO
CANADIAN ROCKS	Registered	4181674	<u>U.S.</u>	Worldwide Diamond Trademarks Limited	No assignment has been recorded at the USPTO
CANADIAN NORTHERN LIGHTS DIAMONDS	Registered	4091198	<u>U.S.</u>	Worldwide Diamond Trademarks Limited	No assignment has been recorded at the USPTO
CANADIAN ROCKS	Registered	4097457	<u>U.S.</u>	Worldwide Diamond Trademarks Limited	No assignment has been recorded at the USPTO

Trademark	Status	Registration Number	Country	Owner	Assignment
GLACIER FIRE	Registered	3014342	<u>U.S.</u>	Worldwide Diamond Trademarks Limited	By assignment from H.R.A. INVESTMENTS LTD. DBA HRA, HRA INVESTMENTS AND HYPERION INDUSTRIES (ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNORS INTEREST- recorded 04/25/2005 at RF 3155/0947)
HRA	Registered	2842374	<u>U.S.</u>	Worldwide Diamond Trademarks Limited	By assignment from H.R.A. INVESTMENTS LTD. DBA HRA, HRA INVESTMENTS AND HYPERION INDUSTRIES (ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNORS INTEREST- recorded 04/25/2005 at RF 3155/0947)

UNITED STATES PATENTS

Description	Owner/Applicant	Status	Registration / App. Number
Hearts and Arrows Ideal Square Shape	Worldwide Diamond Trademarks LTD	GRANTED	D522401
Hearts and Arrows Ideal Square Shape	Worldwide Diamond Trademarks LTD	GRANTED	7,992,410
Hearts and Arrows Ideal Square Shape	Worldwide Diamond Trademarks LTD	GRANTED	8,813,519
Hearts and Arrows Ideal Cushion Shape	Worldwide Diamond Trademarks LTD	GRANTED	D688970
Multisorb Technologies, Inc.	Worldwide Diamond Trademarks LTD	GRANTED	9,456,669
Hearts and Arrows Ideal Heart Shape	Worldwide Diamond Trademarks LTD	GRANTED	D567,137
Hearts and Arrows Ideal Heart Shape	Worldwide Diamond Trademarks LTD	GRANTED	8,353,181
Hearts and Arrows Ideal Heart Shape	Worldwide Diamond Trademarks LTD	GRANTED	9,016,089
Hearts and Arrows Ideal Hexagon Shape	Worldwide Diamond Trademarks LTD	GRANTED	9,486,043
Hearts and Arrows Ideal Hexagon Shape	Worldwide Diamond Trademarks LTD	GRANTED	D567,138
Hearts and Arrows Ideal Octagonal Shape	Worldwide Diamond Trademarks LTD	GRANTED	D688972
Hearts and Arrows Ideal Decagonal Shape	Worldwide Diamond Trademarks LTD	GRANTED	9326570
Hearts and Arrows Ideal Decagonal Shape	Worldwide Diamond Trademarks LTD	GRANTED	D735,071

Description	Owner/Applicant	Status	Registration / App. Number
Hearts and Arrows Ideal Triangular Shape	Worldwide Diamond Trademarks LTD	GRANTED	7,971,452
Hearts and Arrows Ideal Triangular Shape	Worldwide Diamond Trademarks LTD	GRANTED	D567,139
Hearts and Arrows Ideal Triangular Star Shape	Worldwide Diamond Trademarks LTD	GRANTED	8,381,545
Hearts and Arrows Ideal Oval Shape	Worldwide Diamond Trademarks LTD	GRANTED	D592,540
Hearts and Arrows Ideal Oval Shape	Worldwide Diamond Trademarks LTD	GRANTED	7,878,025
Hearts and Arrows Ideal Oval Shape	Worldwide Diamond Trademarks LTD	GRANTED	D738,778
Hearts and Arrows Ideal Oval Shape	Worldwide Diamond Trademarks LTD	GRANTED	D763,122
Hearts and Arrows Ideal Oval Shape	Worldwide Diamond Trademarks LTD	GRANTED	D734,200
DE1931-D CUT CORNERED MODIFIED PRINCESS CUT	Worldwide Diamond Trademarks LTD	GRANTED	D644142
DE2155-D-US FLOWER PRINCESS SHAPED DIAMOND	Worldwide Diamond Trademarks LTD	GRANTED	D688971
DE1278-D ORNAMENTAL DESIGN FOR DIAMOND OR SIMILAR ARTICLE	Worldwide Diamond Trademarks LTD	GRANTED	D459,677
DE1279-D ORNAMENTAL DESIGN FOR A DIAMOND OR SIMILAR ARTICLE	Worldwide Diamond Trademarks LTD	GRANTED	D459,676
DE1280-D ORNAMENTAL DESIGN FOR DIAMOND OR SIMILAR ARTICLE	Worldwide Diamond Trademarks LTD	GRANTED	D462,030
CUSHION CUT GEMSTONE	Worldwide Diamond Trademarks LTD	GRANTED	D815558
DE2365	Worldwide Diamond Trademarks LTD	Issued 3/27/2019	14/740,669 10,258,118