

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stardale Enterprises Limited		05/09/2019	Corporation: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	BMC Imports		
Street Address:	25 Eastern Steel Road		
City:	Milford		
State/Country:	CONNECTICUT		
Postal Code:	06460		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2742418	THE JEWEL OF RUSSIA	
CORRESPONDENCE DATA			
Fax Number:	7326328760		
<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>			
Email:	prcarey@buchmanlaw.com		
Correspondent Name:	Paulette R. Carey		
Address Line 1:	510 Thornall Street		
Address Line 2:	suite 200		
Address Line 4:	Edison, NEW JERSEY 08837		
NAME OF SUBMITTER:	Paulette R. Carey		
SIGNATURE:	/Paulette R. Carey/		
DATE SIGNED:	06/21/2019		
Total Attachments: 3			
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OP \$40.00 2742418

TRADEMARK COLLATERAL AGREEMENT

THIS TRADEMARK COLLATERAL AGREEMENT (this "Agreement") is executed this 9th day of May 2019, by and between Stardale Enterprises, Limited, a corporation organized under the laws of the British Virgin Islands which has its principal place of business at Hauteville Offices, Baugher's Bay, P.O.3483, Tortola, British Virgin Islands, VG 11110 ("Debtor") and BMC Imports, a Delaware corporation which has its principal place of business at 25 Eastern Steel Road, Milford CT, USA 06460 ("Licensee").

BACKGROUND

A. Debtor and Assignee have entered into the INTERNATIONAL DISTRIBUTION, TRADEMARK LICENSE, AND SECURITY AGREEMENT dated as of May 3rd 2019 (the "Security Agreement"), pursuant to which Debtor has agreed to grant to Assignee a continuing security interest in, and pledge and assign to Assignee, all of Debtor's Collateral (as defined therein).

B. In connection with the Security Agreement, Debtor desires to enter into this Agreement to assign and grant to Assignee a lien on and a continuing security interest in the trademarks hereinafter described.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor assigns, mortgages and pledges to, and grants to Assignee, a lien on and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

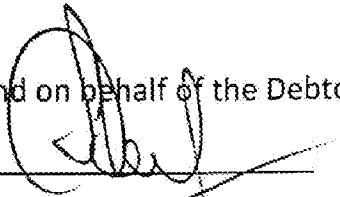
to secure performance of all Liabilities of Debtor as set out in the International Distribution, Trademark License and Security Agreement.



Debtor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor and Assignee have caused this Security Agreement to be duly executed as of the date and year last above written.

For and on behalf of the Debtor

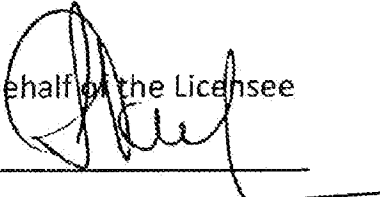


Mr. Artemy Saguirian

Stardale Enterprises, Limited

Director

For and on behalf of the Licensee



Mr. Artemy Saguirian

BMC IMPORTS, President, CEO

EXHIBIT A

TRADEMARK	REGISTRATION NO.	REGISTRATION OFFICE	TERRITORY COVERED
The Jewel of Russia®	2742418	United States Patent and Trademark Office	United States
The Jewel of Russia®	002024669	European Union Intellectual Property Office	European Union

TRADEMARK

REEL: 006675 FRAME: 0509

RECORDED: 06/21/2019