

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM579571

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A. Jaffe, Inc.		09/26/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	H.K. Designs, Inc.		
<b>Street Address:</b>	535 5th Avenue, 18th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4717878	TODAY TOMORROW ALWAYS	
<b>Registration Number:</b>	1842883	CONTOUR COLLECTION	
<b>Registration Number:</b>	1559760	EMBRACEABLES	
<b>Registration Number:</b>	1727441	BEAUTIFUL BEGINNINGS	
<b>Registration Number:</b>	1829353	THE BRIDE AND GROOM COLLECTION	
<b>Registration Number:</b>	2237076	GUIDING LIGHT	
<b>Registration Number:</b>	2778403	THE PRICELESS COLLECTION	
<b>Registration Number:</b>	3075220	A MOTHER'S HEART	
<b>Registration Number:</b>	4032052		
<b>Registration Number:</b>	3778030	EMBRACEABLES	
<b>Registration Number:</b>	3877251	FOREVER TRUE	
<b>Registration Number:</b>	3966606	AMERICAN CELEBRATION	
<b>Registration Number:</b>	4507487	FOREVER PRINCESS	
<b>Registration Number:</b>	4518183	ALWAYS IN MY HEART	
<b>Registration Number:</b>	3901366	TWO HEARTS. ONE LOVE.	
<b>Registration Number:</b>	5042296	TRU BRILLIANCE	
<b>Registration Number:</b>	5014341	SHARED LOVE	
<b>Registration Number:</b>	5182882	LOVE'S CONTOUR	
<b>Registration Number:</b>	5192725	THE HERITAGE DIAMOND	

OP \$615.00 4717878

Property Type	Number	Word Mark
Serial Number:	87118920	DIAMONDS 360
Serial Number:	87111150	LOVE 360
Serial Number:	87111154	DIAMONDS THROUGH THE LOOKING GLASS
Registration Number:	4106684	PROMISED 2GETHER
Registration Number:	3939317	AMERICAN BRIDE

**CORRESPONDENCE DATA**

Fax Number: 2123820888

*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.*

Phone: 212-382-0700

Email: tm@ostrolenk.com

Correspondent Name: Mr. Max Moskowitz

Address Line 1: 845 Third Avenue

Address Line 2: 8th Floor

Address Line 4: New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	8E/6473-1 V46229
<b>NAME OF SUBMITTER:</b>	Max Moskowitz
<b>SIGNATURE:</b>	/MM/
<b>DATE SIGNED:</b>	06/04/2020

**Total Attachments: 3**

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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. and A. JAFFE, INC. ("Debtors") and H. K. Designs, Inc., ("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") and all of the goodwill associated with the trademark included in 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 \$29,000 (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.

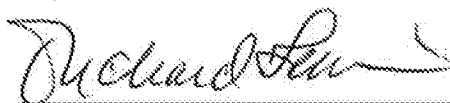
**Binding Effect.** This Intellectual Property Assignment Agreement shall be binding upon, and inure to the benefit of, Seller's and Buyer's respective successors and assigns.

**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. and  
A. JAFFE, INC.



H. K. Designs, Inc.

By: 

Name: David Narkar

Title: President - Operations

General Trademarks											
Control #	Mark	Country	Owner	Class	Currently Used By	Status	App. No.	App. Date	Reg. No.	Reg. Date	Sheet No.
1	TWO HEARTS, ONE LOVE.	Canada	A. Jaffe, Inc.	Firestar	Registered	Registered	1,458,062	11/3/2009	788,571	12/3/2011	17475
2	TWO HEARTS Design	Canada	A. Jaffe, Inc.	Firestar	Registered	Registered	1,457,712	11/3/2009	788,572	6/3/2010	17476
3	THE SHARED HEART	European Union	A. Jaffe, Inc.	Firestar	Registered	Registered	834141	6/4/2009	834141	12/3/2009	
4	TWO HEARTS BEATING AS ONE	European Union	A. Jaffe, Inc.	Firestar	Registered	Registered	8341802	6/3/2009	8341802	12/4/2009	
5	Today Tomorrow Always	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	66207143	2/28/2014	4715875	4/2/2015	17461
6	EMBELLISH COLLECTION	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	74418071	7/21/1993	1842881	7/21/1994	17470
7	EMBELLISHABLES & DESIGN	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	73785180	11/21/1998	1550760	10/10/1999	17547
8	THE SHARED HEART	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	77093295	1/29/2007	1648076	6/20/2008	17566
9	PURE WHITE FLANCE	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	77437294	3/27/2008	1635930	7/14/2009	17612
10	TWO HEARTS BEATING AS ONE	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	77308799	10/19/2007	1655412	7/14/2009	17610
11	EXPRESSIONS OF LOVE	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	77411095	3/3/2008	1662710	8/3/2009	17612
12	BEAUTIFUL BEGINNINGS	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	74211309	10/18/1991	1727441	10/27/1992	17624
13	THE BRIDE AND GROOM COLLECTION	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	74398797	3/28/1993	1429751	4/3/1994	17626
14	GEMSTONE LIGHT	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	75105922	3/17/1996	2247076	4/3/1999	17627
15	THE PRICELESS COLLECTION	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	76347010	11/7/2001	2778403	10/28/2003	17632
16	A MOTHERS HEART	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	76608550	8/11/2004	3075230	4/3/2009	17633
17	GEMSTONE - CROSS DESIGN	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	77747240	3/29/2008	1612052	7/27/2011	17636
18	EMBELLISHABLES	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	77831682	9/22/2008	1778030	4/30/2010	17642
19	FOREVER TRUE	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	77280788	9/17/2007	1677251	11/16/2010	17644
20	AMERICAN CELEBRATION	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	77315760	10/26/2007	1706808	5/28/2011	17651
21	FOREVER PRINCESS	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	82844552	2/8/2013	4807467	4/1/2014	17660
22	ALWAYS IN MY HEART	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	85488253	12/7/2011	4518173	4/22/2014	17664
23	Forever Begins Today	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	85110342	8/26/2010	4134786	6/9/2012	17670
24	American Bride	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	85144486	10/4/2010	3919312	3/29/2011	17673
25	Bridal Symphony	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	85170296	11/13/2010	4129424	4/7/2012	17677
26	promised together	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	85201887	12/30/2010	4106664	3/30/2012	17679
27	Dare to Role	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	85217260	1/13/2011	4132791	4/24/2012	17680
28	Wrapped in Brilliance	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	85233516	2/25/2011	4129953	4/24/2012	17682
29	Celebrating Vows	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	85339723	6/27/2011	4203331	9/4/2012	17683
30	Embrace Your Promise	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	85373996	7/15/2011	4222947	10/9/2012	17685
31	Forever Vows	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	85505881	8/24/2011	4233978	10/9/2012	17686
32	America the Beautiful	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	85669543	11/10/2011	4259013	3/5/2013	17687
33	TWO HEARTS, ONE LOVE.	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	77745164	6/27/2009	1801766	1/4/2011	17688
34	TRU BRILLIANCE	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	88658009	6/9/2015	1643296	11/3/2016	19472
35	SHARED LOVE	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	88691412	7/13/2015	1614541	8/2/2016	19473
36	Exquisite Cut	United States	A. Jaffe, Inc.	Firestar	Pending Application		88973624	4/13/2016			19713
37	LOVES CENTER	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	8892372	3/1/2016	1182882	4/1/2017	19715
38	The Heritage Diamond	United States	A. Jaffe, Inc.	Firestar	Registered	Registered	88973576	4/13/2016	1182725	4/25/2017	19726
39	Diamonds 360	United States	A. Jaffe, Inc.	Firestar	Published		87118920	7/27/2016			19839
40	LOVE 360	United States	A. Jaffe, Inc.	Firestar	Published		87111350	7/21/2016			19842
41	Find Your Inspiration	United States	A. Jaffe, Inc.	Firestar	Pending Application		87167452	9/12/2016			19844
42	Diamonds Through the Looking Glass	United States	A. Jaffe, Inc.	Firestar	Pending Application		87111354	7/21/2016			19852
43	FIRE STAR	United States	Firestar Diamond, Inc.	Firestar	Registered	Registered	95013613	8/8/2019	1153782	6/3/2021	17906
44	FIRE STAR	United States	Firestar Diamond, Inc.	Firestar	Registered	Registered	85316115	1/12/2011	4254428	12/4/2012	17905
45	INDI	United States	Firestar Diamond, Inc.	Firestar	Renewed		78622956	12/2/06	1149278	9/26/06	
46	TWO FRIENDS FOREVER	United States	Firestar Diamond, Inc.	Firestar	Pending Application		87725927	12/12/2017			
47	TENDER LOVE	United States	Firestar Diamond, Inc.	Firestar	Pending Application		87725822	12/19/2017			

TRADEMARK

RECORDED: 06/04/2020

REEL: 006952 FRAME: 0845