

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM641622

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	11/03/2016
<b>RESUBMIT DOCUMENT ID:</b>	900598983

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Starling Jewelry LLC		02/24/2021	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Starling Jewelry Inc.
<b>Street Address:</b>	117 W 9th St Suite 716
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90015
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5110425	STARLING

## CORRESPONDENCE DATA

**Fax Number:** 4242033033  
*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:** 13109062877  
**Email:** tracy@wellscreativelaw.com  
**Correspondent Name:** Tracy Wells, Esq.  
**Address Line 1:** 1875 Century Park East Suite 930  
**Address Line 4:** Los Angeles, CALIFORNIA 90067

<b>NAME OF SUBMITTER:</b>	Tracy Wells
<b>SIGNATURE:</b>	/Tracy Wells/
<b>DATE SIGNED:</b>	04/23/2021

## Total Attachments: 4

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**TRADEMARK ASSIGNMENT AGREEMENT**  
*(Nunc Pro Tunc)*

This Agreement is made *nunc pro tunc*, effective as of November 3, 2016, by and between STARLING JEWELRY, LLC (“Assignor”) and STARLING JEWELRY, INC. (“Assignee”). The Assignor and the Assignee are hereinafter referred to individually as “Party,” and collectively as “Parties.”

STARLING JEWELRY, LLC is a limited liability company organized and existing under the laws of the state of California, located at 453 S. Spring St., Ste. 1212 Los Angeles CALIFORNIA 90013 USA (the "Assignor"); AND

STARLING JEWELRY, INC., Inc is a corporation organized and existing under the laws of the state of California, located at 117 W 9th St Suite 716 Los Angeles CA 90015 USA (the "Assignee"); AND

WHEREAS, the Assignor is the proprietor and beneficial owner of the STARLING common law mark and trademark registration (the “Trademark”) in the United States (the “Territory”), which is registered on the Principal Register of the United States Patent and Trademark Office, set forth as follows:

	<u>Serial Number</u>	<u>Registration Number</u>	<u>Word and Logo Marks</u>	<u>Class</u>
1.	86559912	5110425	STARLING	14

AND WHEREAS, the Assignee desires to acquire from the Assignor all rights in and to the Trademark, including any and all common law rights in and to the Trademarks, in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, the Parties hereto agree as follows:

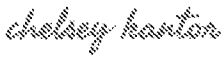
1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, *nunc pro tunc* as of November 3, 2016, all right, title and interest in and to the Trademark, together with all of the goodwill of the business symbolized by the Trademark, and with the right to recover damages and profits and all other remedies for all past and future infringements thereof.
2. The Assignee will continue the use of the Trademark on the same or similar goods and services as were provided by the Assignor of the Trademark and shall continue with the same or similar identity and meaning of the Trademark.

3. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in the Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of intellectual property rights of any third party in the Territory.
4. The Trademark is assigned in its present legal status, including those subject to United States and foreign pending oppositions, office actions, notices of irregularities and notices of ex officio provisional refusals, which are known to the Assignor. To the Assignor's best knowledge, there are no other parties who are using the Trademark in the Territory, own registrations or pending applications for registration of the Trademark in the Territory and there are no pending cases before any court, or national authorities, which may adversely affect the Trademark. There is a pending cancellation proceeding before the Trademark Trial and Appeal Board of the United States Patent and Trademark Office regarding the Trademark, Case No. 92074049. The matter has been settled and awaiting withdrawal. The Assignor does not make any further guarantee.
5. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee. If available, the Assignor shall also furnish the Assignee with the original, or copies of, the United States Patent and Trademark Office registration certificate covering the Trademark.
6. This Agreement shall come into effect on the date on which this Agreement is signed by all Parties. The Parties hereto agree that this Agreement shall be submitted to the United States Patent and Trademark Office in the Territory. Each Party hereto shall fully cooperate with the other with regard to such registration or additional approval that may be required in connection with the implementation of any portion of this Agreement.
7. After the effective date of the agreement, the Assignor will stop using all of the Trademark being transferred and will not challenge the Assignee's use of those marks. To the extent Assignor has current contracts with third parties for the use of the marks, Assignee as the new owner shall give a non-exclusive license to Assignor to continue use of the marks, which shall be revocable by Assignee, as the new owner, at the end of Assignor's contract term with the third party.
8. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of the United States and the rules of the United States Patent and Trademark Office.
9. This Agreement will inure to the benefit of, and be binding upon, the Parties, together with their respective representatives, successors, and assigns.

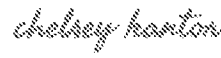
10. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, or termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
11. Any amendments, modifications, alternations or supplements to this Agreement shall be made in writing by the Parties to be legally effective.
12. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.
13. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.
14. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives.

For and on behalf of the Assignor  
STARLING JEWELRY, LLC:

Signature:   
By: Chelsey Kantor  
Title: CEO  
Date: 2/24/2021

For and on behalf of the Assignee  
STARLING JEWELRY, LLC:

Signature:   
By: Chelsey Kantor  
Title: CEO  
Date: 2/24/2021