

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717519

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Custom Gem Creations, Inc. | | 03/23/2022 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Gem Shopping Network, Inc. | | |
| Street Address: | 3259 Duluth Hwy 120 | | |
| City: | Duluth | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30096 | | |
| Entity Type: | Corporation: GEORGIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3782925 | GEMS.COM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2027393001 | | |
| <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> | | | |
| Phone: | 2027395397 | | |
| Email: | trademarks@morganlewis.com | | |
| Correspondent Name: | Anita B. Polott | | |
| Address Line 1: | 1111 Pennsylvania Avenue, NW | | |
| Address Line 4: | Washington, D.C. 20004-2541 | | |
| ATTORNEY DOCKET NUMBER: | 105911-0008 | | |
| NAME OF SUBMITTER: | Anita B. Polott | | |
| SIGNATURE: | /Anita B. Polott/ | | |
| DATE SIGNED: | 03/29/2022 | | |
| Total Attachments: 4 | | | |
| source=Gems.com Trademark Assignment Agreement (March 23, 2022)#page1.tif | | | |
| source=Gems.com Trademark Assignment Agreement (March 23, 2022)#page2.tif | | | |
| source=Gems.com Trademark Assignment Agreement (March 23, 2022)#page3.tif | | | |
| source=Gems.com Trademark Assignment Agreement (March 23, 2022)#page4.tif | | | |

CH \$40.00 3782925

EXHIBIT ACONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT (together with the schedule(s) attached hereto, this "Trademark Assignment"), is entered into as of March 23, 2022 (the "Effective Date") by and between [Gem Shopping Network, Inc.], a [Georgia corporation] ("Assignee"), and Custom Gem Creations, Inc., a Texas corporation ("Assignor").

WHEREAS, the Assignors and Assignee are parties to that certain Domain Name Purchase and Sale Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which the Assignor agrees to sell, convey, assign and transfer to Assignee, among other assets, all of the Assignor's right, title, and interest in, to and under the trademark and corresponding registration set forth on Schedule A to this Trademark Assignment (the "Assigned Trademark"). Capitalized terms used but not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Assignors and Assignee agree as follows:

1. Assignor hereby confirms having assigned, transferred, conveyed, and delivered to Assignee, and Assignee hereby confirms acquiring and accepting from Assignor, all of such Assignor's right, title and interest in, to and under the Assigned Trademark, including (a) all of the goodwill associated with any of the Assigned Trademark; (b) all rights to file for and maintain registrations therefor; (c) all rights of action accrued, accruing and to accrue under and by virtue of the Assigned Trademark; and (d) all right to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith.

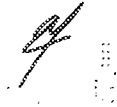
2. Assignor authorizes and requests the Commissioner of Trademarks of the United States of America and the empowered officials of all other relevant governments to issue or transfer the Assigned Trademark to Assignee, as assignee of the entire right, title, and interest therein.

3. This Trademark Assignment and all transactions contemplated hereunder and all disputes and proceedings (in contract, in tort or otherwise) arising out of or relating to any of the foregoing shall be construed and governed by, and enforced in accordance with, the laws of the state of Delaware, without giving effect to any choice or conflict of law provision (whether of the state of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Delaware.

4. This Trademark Assignment may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Trademark Assignment shall become effective and be deemed to have been executed by each party and delivered the other parties, it being understood that each of the parties need not sign the same counterpart. Counterparts may

be delivered via facsimile or other electronic transmission method (including .pdf) and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows]



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IN WITNESS WHEREOF, the parties hereto have caused this Confirmatory Trademark Assignment to be executed and delivered as of the date first written below.

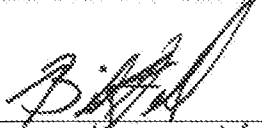
ASSIGNEE:

Gem Shopping Network, Inc.

By: 
Name: Eduardo Hauser
Title: Chief Executive Officer

ASSIGNOR:

Custom Gem Creations, Inc.

By: 
Name: William Kuykendall
Title: President

Schedule A

Registered Trademarks:

1. GEMS.COM (U.S. Reg. No. 3782925)

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BK

RECORDED: 03/29/2022


TRADEMARK
REEL: 007675 FRAME: 0041