

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM719645

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Assignment and Assumption Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Samuels Jewelers, Inc.		02/28/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	125 High Street, 11th Floor		
<b>Internal Address:</b>	MAC J9226-114		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4354647	BRILLIANT FIRE	
<b>Registration Number:</b>	4180770	LUX3	
<b>Registration Number:</b>	4177052	VOW TO WOW	
<b>Registration Number:</b>	4227689	WEST END	
<b>Registration Number:</b>	3277453	24 KARAT CARD	
<b>Registration Number:</b>	3356494	SAMUELS JEWELERS	
<b>Registration Number:</b>	3354839	SAMUELS DIAMONDS	
<b>Registration Number:</b>	3581088	JENNIFER MORGAN	
<b>Registration Number:</b>	1493669	SCHUBACH JEWELERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417701		
<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>			
<b>Phone:</b>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera, Senior Paralegal		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		

CH \$240.00 4354647

<b>NAME OF SUBMITTER:</b>	Linda A. Salera
<b>SIGNATURE:</b>	/Linda A. Salera/
<b>DATE SIGNED:</b>	04/07/2022
<b>Total Attachments: 5</b> source=Assignment and Assumption Agreement (Intellectual Property)#page1.tif source=Assignment and Assumption Agreement (Intellectual Property)#page2.tif source=Assignment and Assumption Agreement (Intellectual Property)#page3.tif source=Assignment and Assumption Agreement (Intellectual Property)#page4.tif source=Assignment and Assumption Agreement (Intellectual Property)#page5.tif	

## **INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of February 28, 2019 (this "Assignment"), is made and entered into by and between Wells Fargo Bank, National Association ("Purchaser") and Samuels Jewelers, Inc., a Delaware corporation ("Seller"). Seller and Purchaser are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, the Parties entered into that certain Purchase Agreement dated as of the date hereof (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time, the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, transfer, convey and deliver to Purchaser, among other things, the Purchased Intellectual Property; and

WHEREAS, Seller are the owners of the entire right, title and interest in and to the Purchased Intellectual Property, including, without limitation, all trademarks (including registrations therefor) and internet domain names (including applications therefor) listed on Schedule A attached hereto.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment and Assumption. Seller hereby sells, transfers, conveys and delivers to Purchaser, and Purchaser hereby accepts the sale, transfer, conveyance and delivery of, all of Seller's right, title and interest in, to and under the Purchased Intellectual Property.

2. Effectiveness. This Assignment shall be effective as of the Closing.

3. Terms of the Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement. This Assignment is in accordance with and is subject to all of the terms and conditions of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge on, modify or amend any of the obligations, agreements, covenants or warranties of the parties contained in the Purchase Agreement. In the event of any conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

4. Further Assurances. From time to time following the date hereof, Seller and Purchaser will, and Purchaser will cause its Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser, the assignment of the properties, rights,

titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Assignment and to otherwise make effective the transactions contemplated hereby.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Assignment shall create or be deemed to create any third party beneficiary rights in any Person not a Party.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

8. Entire Agreement. This Assignment (together with the Purchase Agreement) constitutes the entire agreement and understanding of Purchaser and Sellers with respect to the matters contemplated by this Assignment and supersedes any previous agreement between Purchaser and Sellers in relation to such matters.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed by its respective officers thereunto duly authorized, as of the date first written above.

**SELLER:**

SAMUELS JEWELERS, INC.

By:  \_\_\_\_\_

Name: Kyle Richter

Title: Co-Chief Restructuring Officer

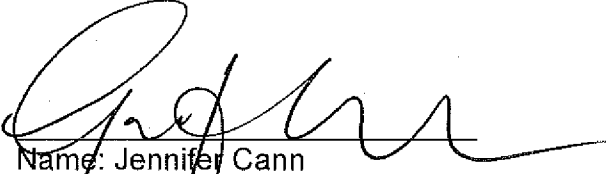
*[Signature Page to the IP Assignment and Assumption Agreement]*

**TRADEMARK**  
**REEL: 007684 FRAME: 0401**

**PURCHASER:**

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:



Name: Jennifer Cann  
Title: Duly Authorized Signatory

Schedule A

Trademarks:

(1) The following registered trademarks and any common law rights therein:

<u>Owner</u>	<u>Mark</u>	<u>Appln. No.</u>	<u>Filed</u>	<u>Regn. No.</u>	<u>Regn. Date</u>
Samuels Jewelers, Inc.	BRILLIANT FIRE	85416434	9/7/11	4354647	6/18/13
Samuels Jewelers, Inc.	LUX3 	85392219	8/8/11	4180770	7/24/12
Samuels Jewelers, Inc.	VOW TO WOW	85392546	8/8/11	4177052	7/17/12
Samuels Jewelers, Inc.	WEST END	85490318	12/8/11	4227689	10/16/12
Samuels Jewelers, Inc.	24 KARAT CARD	78725105	10/3/05	3277453	8/7/07
Samuels Jewelers, Inc.	SAMUELS JEWELERS	78974164	9/14/06	3356494	12/18/07
Samuels Jewelers, Inc.	SAMUELS DIAMONDS	77000656	9/15/06	3354839	12/18/07
Samuels Jewelers, Inc.	JENNIFER MORGAN	77146587	4/2/07	3581088	2/24/09
Samuels Jewelers, Inc.	SCHUBACH JEWELERS	73665611	6/9/87	1493669	6/21/88

(2) Common law rights, if any, in the following trademarks:

- a. Andrew's Jewelers
- b. Rogers Jewelers
- c. Andrews Jewelers
- d. Wilde Souls
- e. Rogers Ltd, Inc.

(3) Internet Domain Names:

- a. samuelsjewelers.com
- b. www.schubachjewelers.com
- c. www.samuelsdiamonds.com
- d. www.rogers-jewelers.com
- e. www.andrews-jewelers.com
- f. www.samuelsfinejewelry.com