

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810695

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/18/2022		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Gem Society		05/12/2023	Non-Profit Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Gemological Institute of America, Inc.		
Street Address:	5345 Armada Drive		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	Non-Profit Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3184677	AGS PERFORMANCE GRADING SOFTWARE	
Registration Number:	3204450	ASET	
Registration Number:	6278312	CHROMA SIGNATURE	
Registration Number:	5308236	ONLY MY DIAMOND	
Serial Number:	90650042		
Serial Number:	90650060		
Serial Number:	90650019	PROCUT	
Serial Number:	90650009	PROCUT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6196992723		
Email:	tmfilings@us.dlapiper.com		
Correspondent Name:	Susan N. Acquista, Esq.		
Address Line 1:	555 Mission Street, Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	353397919999		

CH \$215.00 3184677

NAME OF SUBMITTER:	Susan N. Acquista, Esq.
SIGNATURE:	/Susan Acquista/
DATE SIGNED:	05/16/2023
Total Attachments: 6 source=ASSMT_American_Gem_Society#page1.tif source=ASSMT_American_Gem_Society#page2.tif source=ASSMT_American_Gem_Society#page3.tif source=ASSMT_American_Gem_Society#page4.tif source=ASSMT_American_Gem_Society#page5.tif source=ASSMT_American_Gem_Society#page6.tif	

CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “Confirmatory Assignment”) is made effective as of October 18, 2022 (“Effective Date”), by and between American Gem Society, a Nevada Non-Profit Corporation, having a principal place of business at 8881 W. Sahara Avenue, Las Vegas, Nevada 89117, U.S.A. (“Assignor”), and Gemological Institute of America, Inc., a California Non-Profit Corporation, having a principal place of business at 5345 Armada Drive, Carlsbad, California 92008, U.S.A. (“Assignee”).

WHEREAS, the parties execute this Confirmatory Assignment for the purpose of memorializing and recording the assignment effected by the Intellectual Property Assignment, dated October 18, 2022.

WHEREAS, Assignor and Assignee entered into a Trademark and Copyright Assignment, effective as of October 18, 2022 (the “Intellectual Property Assignment”), pursuant to which Assignor assigned its rights, title and interest in the trademarks (“Trademarks”) and copyrights (“Copyrights”) listed in **Exhibit A**, attached hereto, to Assignee, together with the goodwill associated therewith and symbolized thereby, and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, violation, breach, or default.

WHEREAS, the signatory signing on behalf of the Assignor has the full authority to do so pursuant to the Intellectual Property Assignment.

NOW THEREFORE, for and in consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** As of the effective date of the Intellectual Property Assignment, Assignor does hereby sell, assign, transfer and set over to Assignee all its rights, title and interest in, to and under said Trademarks and Copyrights, together with the goodwill of the business symbolized by the Trademarks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made. And, Assignor hereby covenants that it has full right to convey the entire interest herein as-signed, by virtue of the Intellectual Property Assignment, to Assignee.

2. **Authorization and Recordation.** Assignor hereby authorizes and request all applicable governmental authorities or registrars to record and register Assignee as the owner of the Trademarks and Copyrights, and to issue any and all registrations, amended registrations and renewals that have been or may be granted upon any application or petition for the same, to Assignee and Assignee’s successors and/or assigns, as assignee of all of Assignors’ rights, title and interest in and to the Trademarks. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Trademarks and Copyrights.

3. **Power of Attorney.** If at any time Assignee is unable, for any reason, to secure Assignor’s signature on any trademark assignments or applications for registrations, or other documents or filings pertaining to the Trademarks or Copyrights, Assignor hereby irrevocably designates and

appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

4. **Miscellaneous.** Each party represents that it has the power and authority to enter into this Confirmatory Assignment. If any term of this Confirmatory Assignment is held invalid or unenforceable for any reason, the remainder of such term shall be amended to achieve as closely as possible the effect of the original term, and all other terms shall continue in full force and effect. This Confirmatory Assignment may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument.

[signature pages to follow]

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have duly executed this Confirmatory Assignment.

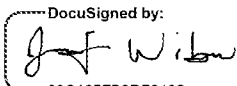
Assignor:

American Gem Society,
a Nevada Non-Profit Corporation

DocuSigned by:
Katherine Bodoh
By: _____
Name: Katherine Bodoh
Title CEO

Assignee:

Gemological Institute of America, Inc.,
a California Non-Profit Corporation




By: 
09C165FB5DF8492...

Name: Jennifer Treese Wilson

Title Senior Vice President and General Counsel

EXHIBIT A
ASSIGNED PROPERTY

Trademark Registrations/Applications

Jurisdiction	Trademark	Application No./ Registration No.	Registration/ Application Date
United States	AGS PERFORMANCE GRADING SOFTWARE	Reg. No. 3184677	Reg. Date: December 12, 2006
United States	ASET	Reg. No. 3204450	Reg. Date: January 30, 2007
United States	CHROMA SIGNATURE	Reg. No. 6278312	Reg. Date: February 23, 2021
United States	Procut Design 	App. No. 90650042	App. Date: April 16, 2021
United States	Procut Design 	App. No. 90650060	App. Date: April 16, 2021
United States	PROCUT	App. No. 90650019	App. Date: April 16, 2021
United States	PROCUT	App. No. 90650009	App. Date: April 16, 2021
United States	ONLY MY DIAMOND	Reg. No. 5308236	Reg. Date: October 10, 2017
Australia	AGS PERFORMANCE GRADING SOFTWARE	Reg. No. 1064177	Reg. Date: July 12, 2005
Australia	ASET	Reg. No. 1064175	Reg. Date: July 12, 2005
Canada	AGS GEMOLOGICAL LABORATORIES and Design 	Reg. No. TMA531185	Reg. Date: August 15, 2000
Canada	AGS PERFORMANCE GRADING SOFTWARE	Reg. No. TMA697135	Reg. Date: September 25, 2007
Canada	AMERICAN GEM SOCIETY LABORATORIES	Reg. No. TMA532956	Reg. Date: September 19, 2000
Canada	ASET	Reg. No. TMA697174	Reg. Date: September 25, 2007
China	ONLY MY DIAMOND	Reg. No. 23656596	Reg. Date: April 7, 2018

Jurisdiction	Trademark	Application No./ Registration No.	Registration/ Application Date
India	AGS PERFORMANCE GRADING SOFTWARE	Reg. No. 1370696	Reg. Date: July 31, 2008
India	ASET	Reg. No. 1370695	Reg. Date: January 12, 2008
India	ONLY MY DIAMOND	Reg. No. 3538666	Reg. Date: October 30, 2017
Israel	AGS PERFORMANCE GRADING SOFTWARE	App. No. 182337	Reg. Date: March 8, 2007
Israel	ASET	App. No. 182336	Reg. Date: December 10, 2006

COPYRIGHTS

Copyright Title	Registration No. & Registration Date
American Gem Society Laboratories Diamond Excellence Document	TXu001161652 2003-04-22
American Gem Society Laboratories Diamond Excellence Report	TXu001113994 2003-04-22