

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810696

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 Laboratories, LLC		05/12/2023	Limited Liability Company: 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: 7			
Property Type	Number	Word Mark	
Registration Number:	3709994	AGS LABORATORIES	
Registration Number:	3583342	AMERICAN GEM SOCIETY LABORATORIES	
Registration Number:	5719186	AMERICAN GEM SOCIETY LABORATORIES	
Registration Number:	3246114	DIAMOND QUALITY	
Registration Number:	5177613	SCIENTIFICALLY BRILLIANT.	
Registration Number:	2835236	SETTING THE HIGHEST STANDARD FOR DIAMOND	
Registration Number:	4538844	THE SCIENCE OF SCINTILLATION	
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		
NAME OF SUBMITTER:	Susan N. Acquista, Esq.		

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SIGNATURE:	/Susan Acquista/
DATE SIGNED:	05/16/2023
Total Attachments: 6 source=ASSMT_American_Gem_Society_Laboratories_LLC#page1.tif source=ASSMT_American_Gem_Society_Laboratories_LLC#page2.tif source=ASSMT_American_Gem_Society_Laboratories_LLC#page3.tif source=ASSMT_American_Gem_Society_Laboratories_LLC#page4.tif source=ASSMT_American_Gem_Society_Laboratories_LLC#page5.tif source=ASSMT_American_Gem_Society_Laboratories_LLC#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 Laboratories, LLC, a Nevada Limited Liability Company, 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”) listed in **Exhibit A**, 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, 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 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.

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, 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 Laboratories, LLC,
a Nevada Limited Liability Company

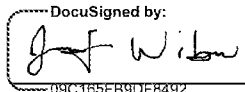
By: DocuSigned by:
Katherine Bodoh
80705D87F5644A9...

Name: Katherine Bodoh

Title CEO

Assignee:


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

By:  _____
09C165FB9DF8492...

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
Benelux	AMERICAN GEM SOCIETY LABORATORIES	0790998	February 2, 2006
China	AGS LABORAORIES	7192547	March 21, 2014
European Union	AGS LABORATORIES	007585797	September 15, 2009
Hong Kong	AGS LABORATORIES	301283094	December 28, 2009
Hong Kong	AMERICAN GEM SOCIETY LABORATORIES	300377253	September 5, 2006
India	AGS LABORATORIES	1782371	February 17, 2011
India	DIAMOND CONSULTATION	1322533	January 23, 2008
India	DIAMOND QUALITY	1322534	November 29, 2004
India	Diamond Design 	1782372	February 21, 2011
Israel	AMERICAN GEM SOCIETY LABORATORIES	133555	February 5, 2001
Italy	AMERICAN GEM SOCIETY LABORATORIES	1401630	January 12, 2011
Italy	AMERICAN GEM SOCIETY LABORATORIES	910120	September 20, 2003
Japan	AMERICAN GEM SOCIETY LABORATORIES	4505082	September 7, 2001
Singapore	AMERICAN GEM SOCIETY LABORATORIES	T0216154E	June 30, 2003

Jurisdiction	Trademark	Application No./ Registration No.	Registration/ Application Date
Singapore	AGS LABORATORIES	T0901276F	October 2, 2009
Taiwan	AMERICAN GEM SOCIETY LABORATORIES	092005878	September 16, 2004
United Arab Emirates	AMERICAN GEM SOCIETY LABORATORIES	70965	July 2, 2005
United Arab Emirates	DIAMOND CONSULTATION	70962	July 2, 2005
United Arab Emirates	DIAMOND QUALITY	70963	July 2, 2005
United Kingdom	AGS LABORATORIES	UK00907585797	September 15, 2009
United States of America	SETTING THE HIGHEST STANDARD FOR DIAMOND GRADING	2835236	April 20, 2004
United States of America	DIAMOND QUALITY	3246114	May 29, 2007
United States of America	AGS LABORATORIES	3709994	November 10, 2009
United States of America	THE SCIENCE OF SCINTILLATION	4538844	May 27, 2014
United States of America	SCIENTIFICALLY BRILLIANT.	5177613	April 4, 2017
United States of America	AMERICAN GEM SOCIETY LABORATORIES & Design	5719186	April 9, 2019
United States of America	AMERICAN GEM SOCIETY LABORATORIES	3583342	March 3, 2009