

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM820273

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gemological Appraisal Association, Inc.		04/30/2023	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gem Certification & Assurance Lab, Inc.		
<b>Street Address:</b>	580 5th Ave Suite LL-05,		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4352567	CDE	
<b>Registration Number:</b>	4315043	CERTIFIED DIAMOND EXCHANGE	
<b>Registration Number:</b>	2127324	DIAMOND PROFILE	
<b>Registration Number:</b>	3315000	GEMFACTS	
<b>Registration Number:</b>	3236632	INTEGRITY GUARANTEED	
<b>Registration Number:</b>	6714523	GCAL 8X ULTIMATE DIAMOND CUT GRADE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	admin@isusip.com		
<b>Correspondent Name:</b>	ISUS Intellectual Property PLLC		
<b>Address Line 1:</b>	1300 I street, Suite 400E		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	53504-001TM1		
<b>NAME OF SUBMITTER:</b>	Anthony Jason Mirabito		
<b>SIGNATURE:</b>	/Anthony Jason Mirabito/		
<b>DATE SIGNED:</b>	06/28/2023		

OP \$165.00 4352567

**Total Attachments: 4**

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## IP ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS IP ASSIGNMENT AND ASSUMPTION AGREEMENT (the “**Agreement**”), is made and entered into as of 30<sup>th</sup> day of April, 2023 (the “**Effective Date**”) by and between Gem Certification & Assurance Lab, Inc. a New York corporation (the “**Assignee**”), and Gemological Appraisal Association, Inc., a New York corporation (the “**Assignor**”).

### WITNESSETH

**WHEREAS**, Assignor is the sole and exclusive owner of all right, title and interest in and to, the trademarks set forth on Schedule I hereto (the “**Transferred Trademarks**”); and

**WHEREAS**, Assignor has agreed to assign to Assignee the Transferred Trademarks.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties, intending to be legally bound, do hereby agree as follows:

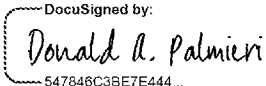
1. Assignor hereby absolutely and irrevocably conveys, transfers and assigns all right, title, interest, including any and all legal and equitable interests, and all goodwill annexed in and to the Transferred Trademarks, to the Assignee and its successors and the right to bring suit and recover damages for past infringement.
2. In furtherance of this Agreement, Assignor hereby acknowledges that, from the Effective Date forward, Assignee has succeeded to all of Assignor’s right, title, and standing to receive all rights and benefits pertaining to the Transferred Trademarks, institute and prosecute all suits and proceedings, and take all actions that Assignee in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Transferred Trademarks, including the right to sue to enforce and collect damages for past infringement of the Transferred Trademarks, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.
3. The Assignor renounces and waives any and all rights to limit the use, distribution, modification, licensing, or sale of any of the Transferred Trademarks or any element thereof by Assignee or its licensees, successors, or assignees, or to receive any compensation whatsoever by reason of any use, distribution, modification, licensing, or sale of any Transferred Trademarks or any element thereof by Assignee, its licensees, successors, or assignees.
4. The Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Transferred Trademarks to Assignee, or any assignee or successor thereto.
5. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of New York (without giving effect to principles of conflicts of laws).
6. This Agreement is being executed by the Assignor and the Assignee and shall be binding upon, inure to the benefit of, and be enforceable by, the Assignor and the Assignee, and their respective successors and assigns, for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.
7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and enforceable against the parties hereto, and all of which together shall be considered

one and the same agreement, it being understood that all parties need not sign the same counterpart. The exchange of an executed agreement (in counterparts or otherwise) by facsimile transmission or by electronic delivery in .pdf format or the like shall be sufficient to bind the parties to the terms and conditions of this Agreement, as an original.

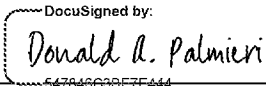
*- Signature pages follow -*

IN WITNESS WHEREOF, each of the undersigned has caused this IP Assignment and Assumption Agreement to be duly executed on the date first above written.

ASSIGNEE:  
**Gem Certification & Assurance Lab, Inc.**

By: 547846C38E7E444...  
Name: Donald Palmieri  
Title: President

ASSIGNOR:  
**Gemological Appraisal Association, Inc.**

By: 547846C38E7E444...  
Name: Donald Palmieri  
Title: President

SCHEDULE I

TRANSFERRED TRADEMARKS

Mark	Country	Application #	File Date	Registration #	Registration Date	Status
CDE	UNITED STATES	85/591,836	4/7/2012	4,352,567	6/18/2013	REGISTERED
CERTIFIED DIAMOND EXCHANGE	UNITED STATES	85/591,834	4/7/2012	4,315,043	4/2/2013	REGISTERED
DIAMOND PROFILE	UNITED STATES	75/229,516	1/22/1997	2,127,324	1/6/1998	REGISTERED
GCAL	CHINA	1703262	11/16/2022			PENDING
GCAL	EUROPEAN UNION	1703262	11/16/2022			PENDING
GCAL	HONG KONG	306110225	11/17/2022			PENDING
GCAL	ISRAEL	1703262	11/16/2022			PENDING
GCAL	INDIA	1703262	11/16/2022			PENDING
GCAL	MEXICO	1703262	11/16/2022			PENDING
GCAL	SINGAPORE	1703262	11/16/2022			PENDING
GCAL	UNITED STATES	78/840,142	3/17/2006	3,198,828	1/16/2007	REGISTERED
GCAL	WIPO	1703262	11/16/2022	1703262	11/16/2022	REGISTERED
GEMFACTS	UNITED STATES	78/872,436	4/28/2006	3,315,000	10/16/2007	REGISTERED
INTEGRITY GUARANTEED	UNITED STATES	78/840,129	3/17/2006	3,236,632	5/1/2007	REGISTERED
8X	CHINA	1702571	11/16/2022			PENDING
8X	EUROPEAN UNION	1702571	11/16/2022			PENDING
8X	HONG KONG	306110216	11/17/2022			PUBLISHED
8X	ISRAEL	1702571	11/16/2022			PENDING
8X	INDIA	1702571	11/16/2022			PENDING
8X	MEXICO	1702571	11/16/2022			PENDING
8X	SINGAPORE	1702571	11/16/2022			PENDING
8X	UNITED STATES	90/545,924	2/25/2021	6,714,522	4/26/2022	REGISTERED
8X	WIPO	1702571	11/16/2022	1702571	11/16/2022	REGISTERED
GCAL 8X ULTIMATE DIAMOND CUT GRADE & Design	UNITED STATES	90/545,927	2/25/2021	6,714,523	4/26/2022	REGISTERED