

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM824129

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Firestar Diamond, Inc.		09/26/2018	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	H. K. Designs, Inc.		
<b>Street Address:</b>	535 5th Avenue		
<b>Internal Address:</b>	18th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5402881	DIAMOND HUB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123820888		
<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>	(212) 596-0500		
<b>Email:</b>	ckupferberg@ostrolenk.com		
<b>Correspondent Name:</b>	OSTROLENK FABER LLP		
<b>Address Line 1:</b>	845 THIRD AVENUE		
<b>Address Line 2:</b>	17TH FLOOR		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	TE/6473-339		
<b>NAME OF SUBMITTER:</b>	Max Moskowitz		
<b>SIGNATURE:</b>	/Max Moskowitz/		
<b>DATE SIGNED:</b>	07/13/2023		
<b>Total Attachments: 3</b>			
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OP \$40.00 5402881

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is executed and delivered as of September 26, 2018, by RICHARD LEVIN, NOT INDIVIDUALLY BUT SOLELY IN HIS CAPACITY AS CHAPTER 11 TRUSTEE ("Seller") OF FIRESTAR DIAMOND, INC. and A. JAFFE, INC., ("Debtors") and H. K. Designs, Inc., ("Buyer") (each a "Party"). Seller and Buyer agree:

**Assignment and Assumption.** Effective as of the date hereof, for the consideration set forth below of this Intellectual Property Assignment Agreement ("Agreement"), Seller sells, assigns, grants, conveys and transfers to Buyer all of Seller's right, title and interest in, to, and under the intellectual property listed on the attached Schedule (the "Transferred Intellectual Property"), in each case free and clear of all liens, claims, encumbrances, and other interests.

**Further Assurances.** Whenever and as often as reasonably requested to do so by Buyer, Seller agrees to acknowledge, execute, and deliver such other instruments of transfer and take such other action as may be required more effectively to transfer to, and vest in, Buyer all of Seller's right, title, and interest in, to, and under the Transferred Intellectual Property.

**Purchase Price.** The transaction contemplated hereby (the "Transaction") includes the purchase of inventory listed in the attached Bill of Sale of the same date as this Assignment. The aggregate purchase price for the inventory and for the Transferred Intellectual Property is the Purchase Price listed in the Bill of Sale.

**"AS IS" Transaction.** Buyer acknowledges and agrees that Seller makes no representations or warranties whatsoever, statutory, express, or implied, with respect to any matter relating to Debtors' diamond and jewelry businesses (the "Business") or with respect to the Transferred Intellectual Property, including income to be derived or expenses to be incurred in connection with the Business or the Transferred Intellectual Property, the value or transferability of the Transferred Intellectual Property (or any portion thereof), or the merchantability or fitness for any particular purpose as to any portion of the Transferred Intellectual Property. Buyer acknowledges that Buyer has had an opportunity to conduct an independent inspection and investigation of the Transferred Intellectual Property. Accordingly, Buyer accepts the Transferred Intellectual Property at the closing date "AS IS," "WHERE IS," and "WITH ALL FAULTS," subject to the provisions of this Intellectual Property Assignment Agreement providing that the sale of the Transferred Intellectual Property is free and clear of all liens, claims, encumbrances, and other interests.

**Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, any Internet domain name registrar, and the officials of corresponding entities or agencies in any applicable jurisdictions, as applicable, to record this Agreement. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, as may be necessary to effect, evidence or perfect the assignment of the Seller Intellectual Property to Buyer.

**Binding Effect.** This Intellectual Property Assignment Agreement shall be binding upon, and inure to the benefit of, Seller's and Buyer's respective successors and assigns.

**Counterparts.** This Intellectual Property Assignment Agreement may be executed in several counterparts (including by fax or PDF via email), each of which when so executed will be deemed to be an original and all of which will together constitute one and the same agreement.

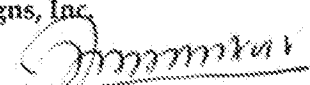
**Governing Law; Venue.** This Intellectual Property Assignment Agreement is and shall be deemed to be a contract entered into and made under the laws of the State of New York and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of New York, without reference to its conflict of laws principles. Any action, claim, suit, or proceeding arising out of, based upon or relating to this Intellectual Property Assignment Agreement or the Transaction (an "Action") shall be brought solely in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Each Party agrees that it will not bring any Action in any other court; but if the Bankruptcy Court does not have jurisdiction, any Action shall be heard and determined solely in the appropriate courts located in the County of New York. **EACH PARTY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL RIGHT SUCH PARTY MAY HAVE TO TRIAL BY JURY IN ANY ACTION.**

**Seller's Capacity as Trustee of the Debtors; Limitation on Liability.** Buyer acknowledges that Seller is the Chapter 11 trustee of the Debtors' estates and that Seller enters into this Intellectual Property Assignment Agreement solely in his capacity as Chapter 11 trustee of the Debtors' estates and not in his personal capacity, and no liability or obligations accrue to him personally as a result of this Intellectual Property Assignment Agreement. Buyer acknowledges and understands that (i) case no. 18-10509-SHL was filed as a voluntary case and that the Seller has very limited information regarding the Debtors and their assets, and (ii) any claim that it may assert under this Intellectual Property Assignment Agreement or under the Transaction will be made solely against the Debtors' bankruptcy estates.

**RICHARD LEVIN, NOT INDIVIDUALLY BUT  
SOLELY IN HIS CAPACITY AS CHAPTER 11  
TRUSTEE OF FIRESTAR DIAMOND, INC. AND  
A. JAFFE, INC.**



H. K. Designs, Inc.

By:   
Name: David Narkar  
Title: President -Operations

Active Trademarks

Diamond Hub

Control #	Mark	Country	Owner	Currently Used By	Status	App. No.	App. Date	Reg. No.	Reg. Date	Docket No.	Note
1	Diamond Hub	United States	Firestar Diamond, Inc.	Firestar	Registered	87262846	12/8/2016	5402881	2/13/2018	20073	Amazon Platform