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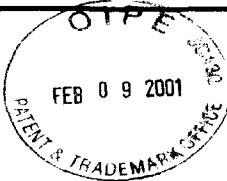
101621426

To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof.

1. Name of conveying party(ies):

Starck Design, Inc.



- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Starck Schmuck, GmbH & Co. KG

Internal Address: Ostliche Karl-Friedrich Strasse 58

Street Address: D-75175

City: Pforzheim State: Germany ZIP:

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date:

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

S.N. 75-485,775

B. Trademark registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: A. Michael Palizzi

Internal Address:

Miller, Canfield, Paddock & Stone, PLC

Street Address: 150 W. Jefferson Avenue,

Suite 2500

City: Detroit State: MI ZIP: 48226

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

02/27/01 0000109 7345775
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DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

A. Michael Palizzi
Name of Person Signing

Signature

2/5/01
Date

Total number of pages comprising cover sheet: 12

OMB No. 0651-0011 (Rev. 10-97)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

SETTLEMENT AGREEMENT

by and between

**Starck Schmuck GmbH & Co. KG,
legally represented by its
Managing Director Hans Jörg Schumacher
Östliche Karl-Friedrich-Str. 58**

**75175 Pforzheim
Germany**

hereinafter referred to as "Starck Schmuck"

and

**Starck Design Incorporated
Legally represented by its
Managing Director Bodo Breitsprecher
Lincoln Road 704**

Miami Beach , Florida 33139

hereinafter referred to as "Starck Miami"

Preamble

Starck Schmuck is a German based international manufacturer of jewelry; Starck Miami has worked in the past as a distributor of Starck Schmuck products in the United States of America, whereby with the permission of Starck Schmuck it used the name "Starck Miami" to introduce these products in the market.

Starck Miami then started to use this name for jewelry products manufactured by others and for products unrelated to jewelry, e.g. sunglasses, etc. At this time, Starck Miami was aware that Starck Miami had a vital interest in having its name used only in connection with high quality jewelry.

Starck Miami applied for a trademark registration for the trademark "Starck Miami and Design." Starck Schmuck filed an opposition to the application.

The parties have the joint aim to achieve economic success in their respective areas of business and each wish that the other party may be able to develop any business activity in order to achieve this success, while always ensuring a high quality standard and authenticity of jewelry products being sold under the name of "Starck" in the US.

In order to achieve this aim, the parties agree to transfer all rights, title, and interest in the "Starck Miami and Design" mark from Starck Miami to Starck Schmuck and to enter into a license agreement pursuant to which Starck Schmuck licenses to Starck Miami said trademark subject to certain terms and conditions, as set forth below.

Part I. Transfer of Trademark

Starck Miami herewith irrevocably transfers the ownership of the trademark "Starck Miami and Design"(hereinafter referred to as the "Trademark") to Starck Schmuck so that the Trademark becomes the sole and exclusive property of Starck Schmuck. Starck Miami shall not retain any right, title, interest, or claim of ownership in the name "Starck" or the Trademark. In order to

support Starck Schmuck in acquiring and maintaining the right of property on the Trademark, Starck Miami shall make all declarations, provide any support and furnish all documents that regard the Trademark or that are necessary or useful to Starck Schmuck for this purpose. Starck Miami shall, at any time upon request of Starck Schmuck, disclose any information with regard to manner of use and extension of use of the Trademark.

Starck Miami does not warrant the legal validity of the Trademark and does not accept any liability that the Trademark may be used without infringing any rights of third parties. However, it warrants to be the full and sole owner of the Trademark, that it is entitled to and in no way prohibited from the transfer of ownership of the Trademark to Starck Schmuck and that Starck Miami has not granted a license to the use of the Trademark to any third party.

Part II. Trademark License

1. License

Starck Schmuck, upon transfer of the ownership of the Trademark from Starck Miami to Starck Schmuck, grants to Starck Miami under the terms and conditions of this agreement a revocable, exclusive, cost-free license to use the Trademark (hereinafter referred to as the Trademark License) in carrying out its business operations in the territory of the United States of America (the Territory). This Trademark License may be transferable to a third party only after prior written consent of Starck Schmuck which shall not be unreasonably withheld.

2. Warranty

Starck Schmuck does not warrant the legal validity of the Trademark and does not accept any liability that the Trademark may be used without infringing any rights of third parties.

3. Indemnification

Starck Miami shall indemnify and hold harmless Starck Schmuck from and against all claims, suits made by a third party including losses, damages and expenses (including without limitation court costs and reasonable attorney's fees) arising out of any and all activities of

Starck Miami regarding and in connection with the Trademark or the use of the Trademark. This indemnification also applies to product liability claims.

Starck Schmuck shall indemnify and hold harmless Starck Miami from and against all claims, suits made by a third party including losses, damages, and expenses (including without limitation court costs and reasonable attorney's fees) arising out of any and all activities of Starck Schmuck regarding and in connection with its trademarks or their use.

4. Infringement of Trademark

Starck Miami shall promptly notify Starck Schmuck in writing of any infringement or challenge of the rights of Starck Schmuck in the Trademark, that it is or becomes aware of in the Territory. Starck Schmuck shall have the right but not the obligation to commence actions or proceedings against infringers. Where Starck Schmuck elects not to defend the Trademark against an infringer, Starck Miami may do so at its own expense.

5. Quality Standard

Starck Miami shall meet Starck Schmuck's standards of quality in the use of the Trademark (including for example but without limitation the way in which it is displayed, on which occasions and for which purposes it is used) and shall use the Trademark only in connection with products that meet comparable standards in order to enhance the value and goodwill of the business associated with and symbolized by the name Starck. Starck Miami's use of the Trademark and the products sold shall comply in all respects with all applicable standards required by any and all local laws or regulations in the Territory. Starck Miami agrees to abide by all rules and standards established between the parties.

Starck Schmuck has the right to formulate and enforce reasonable standards of quality and performance to be observed by Starck Miami in using the Trademark or choosing products to be sold under the Trademark.

Starck Schmuck shall have the right to review the performance of Starck Miami regarding the use of the Trademark and the products sold under the Trademark to determine that the quality meets Starck Schmuck's business and product standards.

The logo of "Starck Miami" shall remain unchanged.

Starck Miami shall, upon request of Starck Schmuck, submit prior to the printing and/or the dissemination of brochures, advertisements and the like using the Trademark early enough in order to allow Starck Schmuck to review the manner in which the Trademark is used. The same applies for new products that are to be sold under the Trademark, prior to their sale. Starck Schmuck shall give notice to Starck Miami within five (5) business days if in its sole discretion it is of the opinion that the use of the Trademark or the product chosen to be sold under the Trademark endangers the reputation or the validity of the Trademark or the name Stark. In such case, Starck Miami shall immediately cease or not start any such use of the Trademark. Upon request of Starck Schmuck, Starck Miami shall remedy such danger in any necessary way.

6. Minimum Purchase Volume

a)

Starck Miami at least shall purchase from Starck Schmuck jewelry offered at competitive price and quality in comparison to the German market of a minimum net turnover volume (hereinafter referred to as "Planned Minimum Volume") per full calendar year as defined hereinafter.

The Planned Minimum Volume for the first full calendar year during the term of this agreement (the year 2001) shall be 80,000.00 DM. The Planned Minimum Volume for each subsequent calendar year shall be the higher of (a) the Planned Minimum Volume of the previous calendar year plus 10% or (b) the volume of net orders actually reached during the previous calendar year (hereinafter referred to as the "Actual Volume"), as the case may be. For the remaining part of the calendar year 2000 the minimum order volume shall be 5,000.00 DM.

If an applicable Planned Minimum Volume is not reached during one calendar year although Starck Schmuck was competitive as to price and quality in comparison to the German market, Starck Miami shall pay to Starck Schmuck a compensation of 25% of the difference between the Planned Minimum Volume and the Actual Volume of the respective year. Such compensation becomes due for payment on each March 31st of the calendar year following the calendar year where the Planned Minimum Volume has not been reached. Starck Schmuck

during the first quarter of each year shall issue a notice setting out the amount of compensation to be due for payment.

b)

Where the jewelry ordered by Starck Miami is manufactured on the basis of designs provided by Starck Miami or on the basis of designs made by Starck Schmuck especially for Starck Miami, Starck Schmuck agrees not to use the respective design for other purposes without prior consent of Starck Miami.

Where the design is provided by Starck Miami, Starck Miami shall indemnify and hold harmless Starck Schmuck from and against all claims, suits, losses, damage or expenses (including without limitation court costs and reasonable attorney's fees) arising out of or in connection with the infringement of any third party's proprietary rights or patents, especially with regard to design, style, functioning, etc.

7. Termination

The term of the Trademark License contained in this Agreement is subject to termination in any of the following events:

a)

Starck Schmuck shall have the right at its option to terminate with immediate effect the Trademark License at any time by giving written notice to Starck Miami only if one of the following events occur:

- Starck Miami breaches any of its material obligations under the terms of this Agreement, provided however, the termination shall not become effective if Starck Miami shall cure the breach and remedy its consequences to Starck Schmuck's satisfaction within 30 days following the date of termination; or
- Starck Miami or its shareholders sell business operations and Starck Schmuck does not accept in writing purchaser as successor to Starck Miami as party to this present Agreement, whereby such acceptance shall not unreasonably withheld; or

- Starck Miami or any related person challenge the validity of the Trademark or any other trademark owned by Starck Schmuck; or

- Starck Miami becomes insolvent, makes a general assignment for the benefit of creditors, bankruptcy or receivership proceedings are instituted against the assets of Starck Miami or are dismissed for lack of assets; or

- Starck Miami fails to reach the Planned Minimum Volume [as that phrase is defined in section 6(a)] set forth in section 6 (a), above, in two consecutive years.

b)

Starck Miami may terminate the Trademark License with effect to the end of a calendar year by giving Starck Schmuck at least six (6) months written notice.

c)

The provisions contained in Part I of this Agreement as well as their legal effect shall survive any termination of the Trademark License contained in this Agreement.

d)

Immediately upon termination of the Trademark License, Starck Miami shall cease any and all use of, and will immediately cause its agents, contractors, consultants and partners to discontinue the use of the Trademark or any similar trademarks or names and Starck Miami will be deemed to have assigned, transferred and conveyed to Starck Schmuck any and all title or other rights including any acquired trade dress in and to the Trademark and the name "Starck" which may have been obtained by Starck Miami or which may have been vested in it by reason of Starck Miami's activities. Upon Starck Schmuck's request at a given time, Starck Miami will execute and deliver to Starck Schmuck any instruments to accomplish or confirm the foregoing. Upon termination of the Trademark License, Starck Miami shall no longer be entitled to incorporate the name "Starck" into its corporate name.

e)

For each single case of violation of the obligations set out in d) above, Starck Miami shall pay to Starck Schmuck a penalty of 10,000 DM, excluding the effect of continuation of the offense.

8. Settlement between the Parties

With the entering into legal force of this Agreement Starck Schmuck shall without undue delay withdraw its opposition against the filing of the Trademark in the US. The Trademark shall then be filed as owned by Starck Schmuck by virtue of this Agreement. Starck Schmuck will take its best efforts to continue the application process for the Trademark without impairing the registration of other Trademarks it may wish to have registered in the Territory.

Starck Miami agrees not to act in any way against or challenge any other trademark application initiated by Starck Schmuck.

Each party shall bear its own costs incurred with regard to the opposition filed against the Trademark, including all attorney's fees and ancillary costs.

Starck Miami shall bear all and every costs for the application of the Trademark and Starck Schmuck shall pay to Starck Miami a lump sum of \$2,000 as partaking in any of such costs. This shall be the only and sole payment Starck Schmuck shall make regarding the transfer of ownership of the Trademark.

9. Business strategy and joint advertisement

Starck Schmuck will not during the life of this agreement set up retail shops in the US to sell Starck Schmuck products nor will it set up department store boutiques in Florida. Nothing in the foregoing shall be deemed as impairing Starck Schmuck's right to wholesaling to retailers of any kind, especially department stores.

No party of this agreement nor any affiliate or related entity to such party shall without prior written consent of the other party of this agreement use the other parties company name or trademark(s), including trademarks that the respective party has an exclusive license for, in connection with any of its advertisements or other public relation activity. Especially the

Trademark "Starck Miami" shall only be used in advertisement by Starck Schmuck after prior written consent by Starck Miami.

10. No Agency Created

Nothing in this Agreement shall be construed to constitute either Party the agent of the other.

11. Assignment

Without written consent of Starck Schmuck, the License Agreement and all rights and duties thereunder shall not be assigned, such consent not to be unreasonably withheld. If Starck Schmuck assigns this License Agreement and all the rights and duties hereunder without the prior written consent of Starck Miami, Starck Miami shall be released from its obligation to pay compensation for unreached Minimum Purchase Volume under Section 6 a) of this Agreement, but not from its obligation to purchase the Minimum Purchase Volume. Any attempted assignment shall entitle Starck Schmuck to terminate this Agreement with immediate effect.

12. Governing Law

This Agreement shall be governed by the laws of Germany. Place of jurisdiction shall exclusively be the legal domicile of Starck Schmuck.

13. Integration Clause

This Agreement embodies the entire agreement made between the Parties concerning the subject matter dealt with herein and terminates and supersedes all prior agreements between the Parties in respect of such subject matter.

14. Amendment

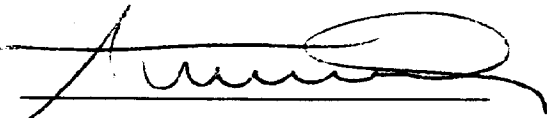
None of the terms of this Agreement, including this paragraph, can be waived or modified except by an express agreement in writing signed by both Parties.

15. Validity

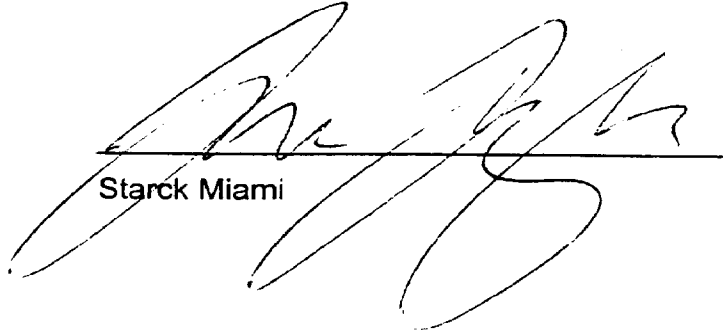
The provisions of this Agreement shall be deemed to be independent and severable. If any provision in this Agreement is held invalid or unenforceable, the Parties agree to replace this

provision by a valid and enforceable provision as close as possible to the intended commercial effect.

Date: 20/10/2000



Starck Schmuck GmbH & Co KG

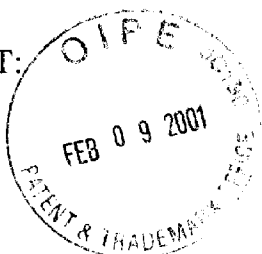


Starck Miami

MIADOCs 367405.1 M1B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Starck Design, Inc.
ASSIGNEE: Starck Schmuck GmbH & Co. KG
MARK: STARCK MIAMI and Design
SERIAL NO.: 75/485,775
ATTY DOCKET NO.: 113750.0001 /



TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS

DESIGNATION OF DOMESTIC REPRESENTATIVE

Pursuant to Section 1(e) of the Lanham Act, 15 U.S.C. Sec. 1051(e), and 37 C.F.R. Sec. 2.24, assignee, Starck Schmuck GmbH & Co. KG, a German based international manufacturer, hereby designates the law firm of Miller, Canfield, Paddock and Stone, P.L.C., whose postal address is 150 West Jefferson, Suite 2500, Detroit, Michigan, 48226, as its representative upon whom notice of process in proceedings affecting the mark STARK MIAMI and Design may be served.

Starck Schmuck GmbH & Co. KG

Dated: 22. 12. 2000

A handwritten signature in black ink, appearing to read "Hans Jörg Schumacher".

Hans Jörg Schumacher
Managing Director