

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kwiat, Inc.		09/01/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Kwiat Enterprises, LLC
Street Address:	555 Madison Avenue
Internal Address:	Suite 1400
City:	New York
State/Country:	NEW YORK
Postal Code:	10021
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3648382	BEST OF EXCELLENCE
Registration Number:	3197129	BRILLIANT BEGINNINGS
Registration Number:	4022887	DKW
Registration Number:	3615773	FIDELITY
Registration Number:	3108571	KWIAT
Registration Number:	4026263	KWIAT
Registration Number:	4136560	KWIAT TIARA
Registration Number:	4015698	NATURALLY BRILLIANT
Registration Number:	2784029	SIMPLY BRILLIANT
Registration Number:	2827256	

CORRESPONDENCE DATA

Fax Number: 2122261995

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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via US Mail.

Phone: 212-226-7700
Email: trademarks@yeellp.com
Correspondent Name: Mary A. Donovan
Address Line 1: 161 Avenue of the Americas
Address Line 2: Suite 1201
Address Line 4: New York, NEW YORK 10013

ATTORNEY DOCKET NUMBER:	KWIAT ASSIGN
NAME OF SUBMITTER:	Derek Morales
Signature:	/DM/
Date:	09/18/2013

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of **September 1, 2013** ("Effective Date") by and among **Kwiat, Inc.**, a New York corporation with an address of 579 5th Avenue, New York, NY 10017 ("**Assignor**") and **Kwiat Enterprises, LLC**, a New York limited liability company, with an address of 555 Madison Avenue, Suite 1400, New York, NY 10021 ("**Assignee**").

WHEREAS, Assignor is the owner of the Trademarks set forth in Schedule A ("Marks"), together with common law rights therein and the goodwill of the business symbolized thereby in connection with the goods and services on which the Mark is used ("Goods and Services"); and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Marks together with all common law rights and the goodwill of the business symbolized by the Marks;

NOW THEREFORE, for good and valuable consideration, including the provisions and covenants herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Mark together with (1) the goodwill of the business appurtenant thereto and which is symbolized thereby relating to the Goods and Services or otherwise; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; (3) all rights to sue for past, present, and future infringements or misappropriations of the Mark; and (4) the right to renew any trademark application or registration related to the Mark.

2. Assignor hereby authorizes the Commissioner of Trademarks to transfer all registrations and applications for the Mark to Assignee as Assignee may direct, in accordance with this Trademark Assignment, and to issue to Assignee all registrations which may issue with respect to any pending applications.

3. Assignor hereby agrees to execute such other documents and take such other actions as may be reasonably requested by Assignee to evidence more fully the transfer of ownership of the Mark to Assignee. Assignor hereby appoints Assignee, with the full power of substitution therein, as its true and lawful attorney-in-fact for the limited purpose of executing such papers and performing such other proper acts as are reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

This Agreement has been executed as of the Effective Date.

Kwiat, Inc.

By: 

Name:

Greg Kwiat

Title:

Chief Financial Officer

SCHEDULE A

United States

Mark	App. No.	Reg. No.
BEST OF EXCELLENCE and Design	77040020	3648382
BRILLIANT BEGINNINGS	76610836	3197129
DKW	85268765	4022887
FIDELITY	77582312	3615773
KWIAT	76649276	3108571
KWIAT & Design	85274505	4026263
KWIAT TIARA	85230206	4136560
NATURALLY BRILLIANT	85226722	4015698
SIMPLY BRILLIANT	76467710	2784029
Tiara Design	76467709	2827256