

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456162

<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>
Jay Strongwater LLC		08/07/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jay Strongwater Holdings, LLC		
<b>Street Address:</b>	12 West 21st Street, 11th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86925827	JAY JAY STRONGWATER	
<b>Registration Number:</b>	3400531	JAY STRONGWATER	
<b>Registration Number:</b>	2393667	JAY STRONGWATER	
<b>Registration Number:</b>	1669374	JAY STRONGWATER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3036293450		
	<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>	303-629-3400		
<b>Email:</b>	docketing-dv@dorsey.com, kleiner.pamela@dorsey.com		
<b>Correspondent Name:</b>	Peter F. Weinberg		
<b>Address Line 1:</b>	1400 Wewatta Street, Suite 400		
<b>Address Line 2:</b>	Dorsey & Whitney LLP, IP Docketing		
<b>Address Line 4:</b>	Denver, COLORADO 80202-5549		
<b>ATTORNEY DOCKET NUMBER:</b>	M270296		
<b>NAME OF SUBMITTER:</b>	Peter F. Weinberg		
<b>SIGNATURE:</b>	/pfw/		
<b>DATE SIGNED:</b>	12/28/2017		
<b>Total Attachments: 10</b>			

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “*Assignment*”) is made and entered into as of August 7, 2017, by and between Jay Strongwater LLC, a Delaware limited liability company (the “*Assignor*”), and Jay Strongwater Holdings, LLC, a Delaware limited liability company (“*Assignee*”).

### RECITALS

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement as of even date herewith (the “*Asset Purchase Agreement*”);

**WHEREAS**, Assignor owns the “*Seller Intellectual Property*” (as defined in the Asset Purchase Agreement), which includes, without limitation, the trademarks, patents and copyrights listed on Exhibit A attached hereto; and

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignor wishes to assign to Assignee and Assignee wishes to acquire from Assignor, the Seller Intellectual Property.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

**1. Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the definitions given to such terms in the Asset Purchase Agreement.

**2. Assignment.** Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all of its right, title and interest in and to the Seller Intellectual Property, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all common law rights and rights of registration and renewal thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, including the right to claim priority, and any and all letters patent of foreign countries which may be or have been issued on the inventions disclosed in any patent, all divisions, reissues and continuations thereof, all inventions disclosed therein, and including that portion of the goodwill of the business symbolized by the trademarks included in the Seller Intellectual Property, throughout the world, and together with the right to collect any and all income royalties or payments due or payable as of the Closing or thereafter with respect to the Seller Intellectual Property, with the right to sue for and collect the same and the right to recover for damages and profits for any past, present, or future infringements of the Seller Intellectual Property, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

**3. Recordation.** Assignor hereby requests that the Commissioner for Patents and the Commissioner for Trademarks, as applicable, and the corresponding entities or agencies in any applicable foreign countries, record Assignee as the assignee and owner of the trademarks, patents and copyrights set forth on Exhibit A and comprising part of the Seller Intellectual Property.

4. **Effectiveness.** This Assignment shall become effective upon the Closing.
5. **Further Assurances.** Assignor shall, at Assignee's sole expense, take such further actions, and provide to Assignee, Assignee's successors, assigns and other legal representatives, such lawful cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.
6. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
7. **Conflict.** In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
8. **Governing Law.** All notices, requests, demands, claims, and other communications hereunder will be made in accordance with the Asset Purchase Agreement. The governing law and dispute resolution provisions set forth in the Asset Purchase Agreement are incorporated herein by reference.
9. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the undersigned have executed this Intellectual Property Assignment Agreement as of the date first set forth above.

**ASSIGNEE**

JAY STRONGWATER HOLDINGS, LLC  
By: Rauch Industries, Inc. its sole member

By: 

Name: Heather Shepardson  
Title: President and CEO

**ASSIGNOR**

JAY STRONGWATER LLC

By: \_\_\_\_\_

Name: John J. Ling  
Title: CEO

**IN WITNESS WHEREOF**, the undersigned have executed this Intellectual Property Assignment Agreement as of the date first set forth above.

**ASSIGNEE**

JAY STRONGWATER HOLDINGS, LLC  
By: Rauch Industries, Inc. its sole member

By: \_\_\_\_\_  
Name: Heather Shepardson  
Title: President and CEO

**ASSIGNOR**

JAY STRONGWATER LLC

By:  \_\_\_\_\_  
Name: John V. Ling  
Title: CEO

Exhibit A

Seller Intellectual Property – Schedule 5.2(p)(i) to the Asset Purchase Agreement

**Schedule 5.2(p)(i)**

**Seller Intellectual Property**

See Attachment 5.2(p)(i) attached hereto for a list of all Seller Intellectual Property.



**Attachment 5.2(p)(i)**

**Active Trademark Registrations and Pending Applications - Jay Strongwater LLC**

Mark	Country/ Jurisdiction	Owner of Record	Serial No. and Filing Date	Reg. No. and Reg. Date
JAY STRONGWATER	China	Jay Strongwater LLC	6416786 12/04/2007	6416786 03/07/2010
JAY STRONGWATER	China	Jay Strongwater LLC	6416763 12/04/2007	6416763 03/28/2010
JAY STRONGWATER	China	Jay Strongwater LLC	6416762 12/04/2007	6416762 03/07/2010
JAY STRONGWATER	China	Jay Strongwater LLC	6416759 12/04/2007	6416759 03/21/2010
JAY STRONGWATER	China	Jay Strongwater LLC	6416761 12/04/2007	6416761 03/14/2010
JAY STRONGWATER	China	Jay Strongwater LLC	6416758 12/04/2007	6416758 03/14/2010
JAY STRONGWATER	China	Jay Strongwater LLC	6416760 12/04/2007	6416760 06/28/2010
JAY STRONGWATER	Community Trademark (EU)	Jay Strongwater LLC	002487999 12/04/2001	002487999 06/12/2003
JAY STRONGWATER	France	Jay Strongwater LLC	92 407686 02/27/1992	92 407686 02/27/1992
JAY STRONGWATER	Japan	Jay Strongwater LLC	H04-024787 03/11/1992	2622347 02/28/1994
JAY STRONGWATER	Japan	Jay Strongwater LLC	2004-041224 04/30/2004	4821430 11/26/2004
JAY STRONGWATER	Russian Federation	Jay Strongwater LLC	2005717298 07/14/2005	316709 11/20/2005
JAY STRONGWATER	United Arab Emirates	Jay Strongwater LLC	128601 04/27/2009	155202 10/06/2011
JAY JAY STRONGWATER (and Design):  JAY JAY STRONGWATER	United States	Jay Strongwater LLC	86/925,827 03/02/2016	
JAY STRONGWATER	United States	Jay Strongwater LLC	76/679,504 07/12/2007	3,400,531 03/25/2008
JAY STRONGWATER	United States	Jay Strongwater LLC	75/863,728 12/03/1999	2,393,667 10/10/2000
JAY STRONGWATER	United States	Jay Strongwater LLC	74/131,365 01/18/1991	1,669,374 12/24/1991

Active Trademark Registrations - Jay Strongwater, Inc.

Mark	Country/ Jurisdiction	Owner of Record	Serial No. and Filing Date	Reg. No. and Reg. Date	Notes
JAY STRONGWATER	India	Jay Strongwater, Inc.	1619906 11/09/2007	1619906 06/30/2011	This trademark registration was transferred to Jay Strongwater LLC in 2011. The assignment documents were filed with the national trademark office in India on February 6, 2012.

United States Copyright Registrations - Jay Strongwater LLC

Title	Description	Registration No.	Registration Date	Date of Creation	Owner of Record
Diamond frame design: no. SDH2009	Sculpture	VA0001156045	2/25/2003	2001	Jay Strongwater LLC
Rectangular frame design: no. SDH2004	Sculpture	VA0001156044	2/25/2003	2001	Jay Strongwater LLC
Round frame design: no. SDH2007	Sculpture	VA0001156043	2/25/2003	2001	Jay Strongwater LLC
[Style PF5115]	Sculpture	VA0001200737	8/21/2003	1996	Jay Strongwater LLC
[Style PF5116]	Sculpture	VA0001200736	8/21/2003	1996	Jay Strongwater LLC
Style PF5115	Sculpture	VA0001244937	9/22/2003	1996	Jay Strongwater LLC
Style PF5116	Sculpture	VA0001244936	9/22/2003	1996	Jay Strongwater LLC
Bloomsbury -- beauty collection	Sculpture	VA0001282363	12/3/2004	2002	Jay Strongwater LLC
Chinoserie -- beauty collection	Sculpture	VA0001282362	12/3/2004	2002	Jay Strongwater LLC
Jay Strongwater Fall 2007 Collection	Sculpture	VA0001634982	10/29/2007	2007	Jay Strongwater LLC
Jay Strongwater Spring 2008 Collection	Sculpture	VA000962578	11/5/2007	2007	Jay Strongwater LLC

Active Trademark Registrations and Pending Applications  
2. Jay Strongwater LLC

Mark	Country/ Jurisdiction	Owner of Record	Serial No. and Filing Date	Reg. No. and Reg. Date
JAY STRONGWATER	China	Jay Strongwater LLC	6416786 12/04/2007	6416786 03/07/2010
JAY STRONGWATER	China	Jay Strongwater LLC	6416763 12/04/2007	6416763 03/28/2010
JAY STRONGWATER	China	Jay Strongwater LLC	6416762 12/04/2007	6416762 03/07/2010
JAY STRONGWATER	China	Jay Strongwater LLC	6416759 12/04/2007	6416759 03/21/2010
JAY STRONGWATER	China	Jay Strongwater LLC	6416761 12/04/2007	6416761 03/14/2010
JAY STRONGWATER	China	Jay Strongwater LLC	6416758 12/04/2007	6416758 03/14/2010
JAY STRONGWATER	China	Jay Strongwater LLC	6416760 12/04/2007	6416760 06/28/2010
JAY STRONGWATER	Community Trademark (EU)	Jay Strongwater LLC	002487999 12/04/2001	002487999 06/12/2003
JAY STRONGWATER	France	Jay Strongwater LLC	92 407686 02/27/1992	92 407686 02/27/1992
JAY STRONGWATER	Japan	Jay Strongwater LLC	1104-024787 03/11/1992	2622347 02/28/1994
JAY STRONGWATER	Japan	Jay Strongwater LLC	2004-041224 04/30/2004	4821430 11/26/2004
JAY STRONGWATER	Russian Federation	Jay Strongwater LLC	2005717298 07/14/2005	316709 11/20/2005
JAY STRONGWATER	United Arab Emirates	Jay Strongwater LLC	128601 04/27/2009	155202 10/06/2011
JAY STRONGWATER	United States	Jay Strongwater LLC	76/679,504 07/12/2007	3,400,531 03/25/2008
JAY STRONGWATER	United States	Jay Strongwater LLC	75/863,728 12/03/1999	2,393,667 10/10/2000
JAY STRONGWATER	United States	Jay Strongwater LLC	74/131,365 01/18/1991	1,669,374 12/24/1991

Active Trademark Registrations and Pending Applications  
3. Jay Strongwater, Inc.

Mark	Country/ Jurisdiction	Owner of Record	Serial No. and Filing Date	Reg. No. and Reg. Date	Notes
JAY STRONGWATER	India	Jay Strongwater, Inc.	1619906 11/09/2007	1619906 06/30/2011	This trademark registration was transferred to Jay Strongwater LLC in 2011. The assignment documents were filed with the national trademark office in India on February 6, 2012.