

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535304

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900504135		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIRESTAR DIAMOND, INC. AND FANTASY, INC.		05/23/2018	Corporation:
RECEIVING PARTY DATA			
Name:	NATHAN MCCREADY & ASSOCIATES		
Doing Business As:	DBA HOUSTON DIAMOND DISTRICT		
Street Address:	5868 A1 Westheimer Ste 149		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77057		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77820601	BECAUSE FAITH IS FOREVER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	9722849402		
Email:	houstondiamondcutters@gmail.com		
Correspondent Name:	Nathan mcready & Associates LP		
Address Line 1:	5868 A-1 WESTHEIMER #149		
Address Line 4:	HOUSTON, TEXAS 77057		
NAME OF SUBMITTER:	Aakash Daga		
SIGNATURE:	/Aakash Daga/		
DATE SIGNED:	08/05/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPEERTY ASSIGNMENT AGREEMENT is executed and delivered as of May 23, 2019, by RICHARD LEVIN, NOT INDIVIDUALLY BUT SOLELY IN HIS CAPACITY AS CHAPTER 11 TRUSTEE ("Seller") OF FIRESTAR DIAMOND, INC. AND FANTASY, INC., a Delaware corporation ("Debtors") and NATHAN MCCREADY & ASSOCIATES, LP ("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, 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**") and all of the goodwill associated with the trademark included in 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. In consideration of the transaction contemplated hereby (the "**Transaction**"), Buyer shall, subject to the terms and conditions of this Intellectual Property Assignment Agreement, pay Seller an aggregate amount of \$2,250.00 (the "**Purchase Price**").

"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
FANTASY INC.**



NATHAN MCCREADY & ASSOCIATES, LP

By: _____
Name:
Title:

Schedule of Transferred Intellectual Property

Domain Names Faith is Forever		
Control #	URL	Expiration Date
1	Faithisforever.com	11/10/2019

Trademarks
Faith is Forever

Control #	Mark	Country	Owner	Currently Used By	Status	App. No.	App. Date	Reg. No.	Reg. Date	Docket No.
1	BECAUSE FAITH IS FOREVER	United States	A. Jaffe, Inc.	Firestar	Registered	77820601	9/4/2009	3929479	3/8/2011	17641



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Word Mark BECAUSE FAITH IS FOREVER

Goods and Services IC 014. US 002 027 028 050. G & S: Jewelry, FIRST USE: 20100825. FIRST USE IN COMMERCE: 20100825

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 77820601

Filing Date September 4, 2009

Current Basis 1A

Original Filing Basis 1B

Published for Opposition February 2, 2010

Registration Number 3929479

Registration Date March 8, 2011

Owner
 (REGISTRANT) Sandberg & Sikorski Corporation CORPORATION NEW YORK 154 West 14th Street New York NEW YORK 10011

 (LAST LISTED OWNER) A. JAFFE, INC. CORPORATION NEW YORK 592 Fifth Avenue, 3rd Floor New York NEW YORK 10036

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record Howard N. Aronson

Type of Mark TRADEMARK

Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR).

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