# OP \$240.00 164121

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM750634

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
I.B. Goodman Manufacturing Co., Inc.		07/01/2022	Corporation: OHIO

#### **RECEIVING PARTY DATA**

Name:	Quality Gold, Inc.
Street Address:	500 Quality Boulevard
City:	Fairfield
State/Country:	OHIO
Postal Code:	45018
Entity Type:	Corporation: OHIO

#### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1641215	IBG
Registration Number:	1903518	A TRADITION THAT HONORS THE HIGHEST STAN
Registration Number:	2306031	
Registration Number:	2437275	ZE
Registration Number:	2437276	ZE
Registration Number:	4379251	JD JEWELRY DEPARTMENT.COM
Registration Number:	4740832	IBGOODMAN
Registration Number:	4882435	
Registration Number:	5329555	IBG

#### **CORRESPONDENCE DATA**

**Fax Number:** 5132416234

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.

**Phone:** 5137070207

Email: sgraber@whe-law.com
Correspondent Name: Sarah Otte Graber
Address Line 1: 441 Vine Street
Address Line 2: 2700 Carew Tower
Address Line 4: Cincinnati, OHIO 45202

TRADEMARK
REEL: 007829 FRAME: 0808

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ATTORNEY DOCKET NUMBER:	QGC-01	
NAME OF SUBMITTER:	Sarah Otte Graber	
SIGNATURE:	/Sarah O. Graber/	
DATE SIGNED:	08/23/2022	
Total Attachments: 6 source=IBGoodman_IP_Assignment07012022 #page1.tif		

source=IBGoodman\_IP\_Assignment07012022 #page1.tif source=IBGoodman\_IP\_Assignment07012022 #page2.tif source=IBGoodman\_IP\_Assignment07012022 #page3.tif source=IBGoodman\_IP\_Assignment07012022 #page4.tif source=IBGoodman\_IP\_Assignment07012022 #page5.tif source=IBGoodman\_IP\_Assignment07012022 #page6.tif

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#### **ASSIGNMENT**

THIS ASSIGNMENT by and between I.B. Goodman Manufacturing Co., Inc., an Ohio corporation, having a principal place of business at 120 EAST THIRD STREET, NEWPORT, KENTUCKY UNITED STATES 41071, ("Assignor") on the one hand, Quality Gold, Inc. (hereinafter "Assignee"), duly organized and existing under the laws of the State of Ohio and having its principal office and place of business at 500 Quality Boulevard, Fairfield, Ohio 45018 ("Assignee"), on the other, referred to collectively as the "Parties." This Assignment is effective as of July \_\_\_\_\_\_\_, 2022 ("Effective Date") pursuant to a Purchase and Sale Agreement of same date.

#### WITNESSETH:

WHEREAS, Assignor has continuously used and owns all rights, title and interest in brand names, trademarks, including common law trademarks, trade dress and trade names, and the goodwill associated therewith, associated with the Business, as identified and defined in the Parties' Purchase and Sale Agreement, made effective on the Effective Date, including those identified on Exhibit A of this Assignment, and associated applications and registrations thereto ("Trademarks"); and

WHEREAS, Assignor registered and owns the domain names identified on Exhibit A, and associated applications and registrations thereto ("Domain Names"); and

WHEREAS, Assignor own all copyrights to the designs of the jewelry and the graphic works on Assignor's websites, and on all packaging and advertising literature and other works related to Assignor' Business, and associated applications and registrations thereto ("Copyrights"); and

WHEREAS, Assignor owns the patents identified on Exhibit A, the inventions disclosed herein, and all associated applications and issued patents thereto, ("Patents"); and

WHEREAS, Assignor owns all know-how regarding the manufacture, use, and distribution of jewelry ("Know-How"); and

WHEREAS. Assignor desires to assign to Assignee, and Assignee desires to acquire, all of Assignor' rights, title and interests in and to those Trademarks, and the goodwill associated therewith, Domain Names, Copyrights, Patents, and Know-How throughout the world owned by Assignor related to the Business, including the properties listed on Exhibit A hereto (collectively "Assigned IP").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

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- Assignor hereby sells, assigns, transfers, sets over, and conveys to Assignee, its successors, assigns, and legal representatives, Assignor's entire rights, title and interests throughout the world in and to:
  - a) the Trademarks together with the goodwill of the Business symbolized by the Trademarks and all other rights that Assignor has enjoyed thereunder in the United States and other foreign countries, if any, including any and all rights of recovery based on past infringement of the Trademarks and applications and registrations, the same to be held and enjoyed by the Assignee, its successors and assigns;
  - b) the Domain Names, and associated applications and registrations thereto, registered in the United State and throughout the world, including any and all rights of recovery based on past infringement and cybersquatting, and applications and registrations, the same to be held and enjoyed by the Assignee, its successors and assigns;
  - c) the Copyrights, including the underlying works, and the right to secure copyright registrations therefor throughout the world, including the right to sue and any and all rights of recovery based on past infringement; and
  - d) The Patents, the inventions disclosed herein, and all associated applications and issued patents thereto, issued in the United States and throughout the world, including any and all rights to claim priority to the same, any and all rights of recovery based on past infringement, and any and all related patent applications, divisional and continuing applications, the same to be held and enjoyed by the Assignee, its successors and assigns in perpetuity;
  - e) the Know-How.
- Assignor also hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that, as of the Effective Date, Assignee is the sole and lawful owner of the entire rights, title and interests in and to the applications and registrations related to the Assigned IP, and Assignee believes it is the sole and lawful owner of the entire rights, title and interests to the Assigned IP, that Assignor had good and full right and lawful authority to sell and convey the same in the manner herein set forth and that the same are unencumbered.
- Assignor hereby covenants and agrees to formally transfer the Domain Names to Assignee within \_\_\_\_\_ days of the Effective Date, and for six (6) months after the Effective Date, Assignor agrees to maintain all email address incorporating the extension listed on Exhibit A and agrees to maintain an automatic mechanism for forwarding any emails directed to such email addresses to Assignee.
- 4) Assignor authorizes and requests the Commissioners of Patents, Trademarks and Copyrights of the United States, and any official of any foreign countries whose duty it is to register trademarks, domain names and copyrights, to record Assignee as the assignee and

owner of the Assigned IP, as identified in this Assignment, and to issue any and all registrations therefor to Assignee.

5) Assignor hereby covenants and agrees it will, whenever counsel of Assignee or the counsel of its successors, legal representatives and assigns, shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts necessary or desirable to be done to accomplish the objectives of this Assignment and the recording thereof at the U.S. Patent and Trademark Office, the registrar(s) of Domain Names, the U.S. Copyright Office, or any other respective agency.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be signed and executed by themselves and the undersigned officers thereunto are duly authorized as of the date first above written.

ASSIGNOR

LB. Goodman Manufacturing Co., Inc.,

ASSIGNEE

Quality Gold, Inc.

Print Name:

Title:

Date of Execution: July

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Date of Execution: July

2022

# EXHIBIT A

# <u>Intellectual Property</u>

PATENTS			
Title		Patent No.	Issue Date
Method of making a jewelry ring in a vertical mold	#US	6,467,526 B1	10/22/2002
Magnetic bracelet hood clasp		7,849,569 B2	12/14/2010
TRADEMARKS			
	R	egistration No.	Reg. Date
IBG		1,641,215	4/16/1991
A Tradition That Honors The Highest Standards		1,903,518	7/4/1995
Buster's Silhouette		2,306,031	1/4/2000
ZE ZE (and Design)		2,437,275 2,437,276	3/20/2001 3/20/2001
Jewelry Department.Com (and Design)		4,379,251	8/6/2013
IBGOODMAN		4,740,832	5/19/2015
(Design)		4,882,435	1/5/2016
IBG Diamond Logo/Mark		4,882,436	1/5/2016
IBG (Enclosed in Triangle)		5,329,555	11/7/2017

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## COMMON LAW TRADEMARKS























Domain Names	
Jewelrydepartment.Net	
Jewelrydepartment Info	
Jewellerydepartment.com	
Jewelry-department.com	
Jewelrydepartment.biz	
Jewelrydepartment.co.uk	
Jewelrydepartment.com	
Jewelrydepartment.us	
Jewelrydept.com	
Jewlrydepartment.com	
ibgoodman.com	
ibgstore.com	
5thavejewelry.com	
5thavejewelry.net	
îbgoodman.com	
jgoodmanjewelry.com	
steljewelry.com	

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zejewelry.com	
zejewels.com	······································
zejewels.net	
jewelrydept.com	
Know-How	
All knowledge regarding the use, manufacture, and distribution of	, including

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