

01-16-2002



RE

RET

101948016

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

<b>Submission Type</b>	<b>Conveyance Type</b>
<input checked="" type="checkbox"/> New	<input checked="" type="checkbox"/> Assignment      ( ) License
<input type="checkbox"/> Resubmission (Non-Recordation) Document ID#	<input type="checkbox"/> Security Agreement      ( ) Nunc Pro Tunc Assignment Effective Date
<input type="checkbox"/> Correction of PTO Error Reel #      Frame #	<input type="checkbox"/> Merger      Month Day Year
<input type="checkbox"/> Corrective Document Reel #      Frame #	<input type="checkbox"/> Change of Name
	<input type="checkbox"/> Other

**Conveying Party**      ( ) Mark if additional names of conveying parties attached

Execution Date  
7/17/01

Name      LEO SCHACHTER DIAMONDS, L.L.C.

Formerly

Individual       General Partnership       Limited Partnership       Corporation       Association

Other

Citizenship/State of Incorporation/Organization      NEW YORK

76219214

**Receiving Party**      ( ) Mark if additional names of receiving parties attached

Name      DIAMINTANGIBLES INTERNATIONAL, LTD.

Composed of

Address (line 1)      Trident Corporate Services (Bahamas) Ltd.

Address (line 2)      1<sup>st</sup> Floor, King Court, Bay Street, P.O. Box N-3944

Address (line 3)          Nassau              Bahamas              N/A      
City      State/Country      Zip Code

Individual       General Partnership       Limited Partnership      ( ) If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation       Association

Other

Citizenship/State of Incorporation/Organization      Bahamas

01/15/2002 TDIAZ1      00000262 76219214      FOR OFFICE USE ONLY

01 FC:481      40.00 OP

02 FC:482      150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002424 FRAME: 0759

**Domestic Representative Name and Address**

Enter for the first Receiving Party only

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (212) 697-3750

Name Lisa A. Pieroni

Address (line 1) Kirschstein, Ottinger, Israel & Schiffmiller, P.C.

Address (line 2) 489 Fifth Avenue, 17<sup>th</sup> Floor

Address (line 3) New York, New York 10017-6105

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 5

**Trademark Application Number(s) or Registration Number(s)**

( ) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

76/219,214; 76/219,256; 76/232,735; 76/244,005; and  
76/258,178

2,358,181 and 2,358,455

**Number of Properties**

Enter the total number of properties involved.

# 6

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 190.00

Method of Payment:

Enclosed (X)

Deposit Account ( )

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 11-1145

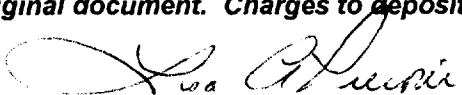
Authorization to charge additional fees: Yes (X)

No ( )

**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. Charges to deposit account are authorized, as indicated herein.

Lisa A. Pieroni  
Name of Person Signing

  
Signature

October 31, 2001  
Date

## ASSIGNMENT

WHEREAS, LEO SCHACHTER DIAMONDS, L.L.C., a New York limited liability company with a place of business at 579 Fifth Avenue, New York, New York 10017 (hereinafter "ASSIGNOR"), is the owner of all right, title and interest throughout the world in and to certain trademarks, including the trademark registrations and applications for registration thereof and the common law rights pertaining thereto (hereinafter the "MARKS"), identified in Schedule A hereto, and incorporated herein by reference, and is the owner of the goodwill of the business symbolized by the MARKS and connected with the use thereof; and

WHEREAS, DIAMINTANGIBLES INTERNATIONAL, LTD., a Bahamian corporation with a place of business at c/o Trident Corporate Services (Bahamas) Ltd., 1st Floor, Kings Court, Bay Street, P.O. Box N-3944, Nassau, Bahamas (hereinafter "ASSIGNEE"), is desirous of acquiring all of ASSIGNOR's right, title and interest throughout the world in and to the MARKS, together with the applications therefor and registrations thereof and the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNOR hereby does assign, transfer and convey, effective as of the date hereof, to ASSIGNEE, its successors, legal representatives and assigns, all of ASSIGNOR's right, title, and interest in and to the MARKS (including, without limitation, the United States trademark applications and registrations therefor and all other registrations and applications for registration of the MARKS in all jurisdictions), together with the goodwill of that portion of ASSIGNOR'S business symbolized thereby, including without limitation, the right to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the MARKS, or any license, agreement, contract or other matter relating thereto.

ASSIGNOR warrants that the MARKS identified in Schedule A are free and clear of any liens, pledges, security interests and encumbrances, and that it has full and complete power and authority to sell, transfer and assign the MARKS to ASSIGNEE.

2. ASSIGNOR hereby agrees to authorize and request the Commissioner of Patents and Trademarks of the United States of America and the appropriate officers of all other jurisdictions in which any of the MARKS is registered or in which an application for registration of one or more of the MARKS is pending, to record the title of ASSIGNEE, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the MARKS, together with all goodwill of the business associated with and symbolized by the MARKS, and to issue the Certificate of Registration resulting from any such application for registration of the MARKS or renewal of any existing registration of the MARKS to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNOR agrees that it will execute and deliver, or cause to be executed and delivered, to ASSIGNEE or ASSIGNEE's legal representatives, any other or additional assignments,

documents, certificates, powers or other writings, and take all additional actions, as may be necessary to transfer the MARKS to ASSIGNEE, to effectuate and validate this Assignment, to record this Assignment of the MARKS to ASSIGNEE with the United States Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions in which the MARKS are or may be registered or in which applications for registration of one or more of the MARKS are pending, under the relevant laws of the United States or any other jurisdictions.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this 17 day of July, 2001.

LEO SCHACHTER DIAMONDS, L.L.C.  
A New York limited liability company

By: *Eric R. Austein*

Name: Eric R. Austein

Title: Managing Director

**SEAL**

State of New York )  
County of Kings ) ss

On this 17 day of July, 2001, before me personally appeared Eric R. Austein to me personally known, who being duly sworn, did say that he/she is the Director of LEO SCHACHTER DIAMONDS, L.L.C. and that he/she duly executed the foregoing instrument for and on behalf of LEO SCHACHTER DIAMONDS, L.L.C., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said limited liability company.

*Lisa M. Lefkovich*  
Notary Public

LISA M. LEFKOVICH  
Notary Public, State of New York  
No. 01LE5032788  
Qualified in Kings County  
Commission Expires Sept. 6, 2002

DIAMINTANGIBLES INTERNATIONAL, LTD.  
A Bahamian corporation

By: M. Namdar

Name: Moshe Namdar

Title: Managing Director

**SEAL**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

On this 12 day of July, 2001, before me personally appeared Moshe Namdar to me personally known, who being duly sworn, did say that he/she is the director of DIAMINTANGIBLES INTERNATIONAL, LTD. and that he/she duly executed the foregoing instrument for and on behalf of DIAMINTANGIBLES INTERNATIONAL, LTD., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

A. J. Bell  
Notary Public  
A. J. S. L. L. L.  
A. J. S. L. L. L.

**SCHEDULE A****UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS**

TRADEMARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE
VERITE			76/219214	3/5/01
CUPID'S MARK			76/219256	3/5/01
A PASSION FOR BRILLIANCE			76/232735	3/30/01
THE VISIONE DIAMOND			76/244005	4/23/01
I CAN HAVE A PIECE OF THE MAGIC FOREVER			76/258178	5/17/01
FOREVER DIAMOND	2358181	6/13/00		
FIRST LIGHT	2358455	6/13/00		

**FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS**

TRADEMARK	COUNTRY	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE
BRILLIANT STAR	CANADA			1092750	2/14/01
FIRST LIGHT	CANADA	528039	5/18/00		
FOREVER DIAMOND	CANADA	543425	4/4/01		
BRILLIANT STAR	CHINA			2001008984	1/15/01
FOREVER DIAMOND	CHINA			9800086124	7/30/98
BRILLIANT STAR	CTM			2018299	12/22/00
FIRST LIGHT	CTM	893644	11/17/99		
FOREVER DIAMOND	CTM			868257	7/6/98
BRILLIANT STAR	HONG KONG			2000/27737	12/22/00
FOREVER DIAMOND	HONG KONG	B04864 of 2000	7/8/98		

BRILLIANT STAR	INDIA			990215	2/14/01
FOREVER DIAMOND	INDIA			990214	2/14/01
BRILLIANT STAR	ISRAEL			145311	12/27/00
BRILLIANT STAR	JAPAN			2000-139695	12/26/00
BRILLIANT STAR	KOREA			2001-5564	2/15/01
FIRST LIGHT	MEXICO	596,462	12/11/98		
FOREVER DIAMOND	MEXICO			352763	11/3/98
FOREVER DIAMOND	RUSSIA	197768	12/18/00		
BRILLIANT STAR	SOUTH AFRICA			2001-02453	2/14/01
FOREVER DIAMOND	SOUTH AFRICA			20012454	2/14/01
BRILLIANT STAR	TAIWAN			(90)005117	2/19/01
FOREVER DIAMOND	TAIWAN			(87)037582	8/1/98
BRILLIANT STAR	THAILAND			450099	4/2/01

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