

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537177

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Michaels, Inc.		07/15/2019	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	7C Diamonds, Inc.		
Street Address:	1655 Boston Road, Unit B7		
City:	Springfield		
State/Country:	MASSACHUSETTS		
Postal Code:	01129		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1611176	M	
Registration Number:	1111071	MICHAELS	
Registration Number:	1071378	MICHAELS	
Registration Number:	5507636	MICHAELS	
Registration Number:	1592514	TRUST THE MOMENTTO MICHAELS	
CORRESPONDENCE DATA			
Fax Number:	2037875818		
<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:	2037870595		
Email:	bsullivan@delpet.com		
Correspondent Name:	Peter W. Peterson		
Address Line 1:	DeLio, Peterson & Curcio, LLC		
Address Line 2:	700 State Street, Suite 402		
Address Line 4:	New Haven, CONNECTICUT 06511		
ATTORNEY DOCKET NUMBER:	MLS606		
NAME OF SUBMITTER:	Peter W Peterson		
SIGNATURE:	/Peter W Peterson/		
DATE SIGNED:	08/19/2019		

OP \$140.00 1611176

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (**Trademark Assignment**) is made and entered into as of the 15th day of July, 2019 (the "**Assignment Date**") by and between Michaels, Inc., a Connecticut corporation, whose address is 150 Mattatuck Heights, Waterbury, Connecticut 06705, (referenced to herein as the "**Assignor**") 7C Diamonds, Inc., a Massachusetts corporation having an address of 1655 Boston Road, Unit B7, Springfield, Massachusetts 01129 (referred to herein as the "**Assignee**").

RECITALS

A. Assignor is the owner of rights in certain trademarks, including, without limitation, those set forth on *Exhibit A* attached hereto and by this reference incorporated herein (collectively, "**Purchased Trademark Assets**")

B. By this Trademark Assignment, Assignor is assigning to Assignee all of its right, title, and interest in and to the Purchased Trademark Assets.

CLAUSES

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which Assignor specifically acknowledges, Assignor assigns, transfers and sells the Purchased Trademark Assets to Assignee and the parties further agree as follows:

1. **Governmental Authority Definitions.** For purposes of this Trademark Assignment, the following terms will have the following meanings: (i) the term "**United States**" will mean the United States of America, and all geographical territories and subdivisions of the United States of America; (ii) the term "**Other Nations**" will mean each country, principality or other independent territory and each subdivision thereof, which is not a part of the United States; (iii) the term "**Supra-National Authority**" will mean the European Union, the United Nations, the World Court, the World Intellectual Property Organization, the Commonwealth, the North Atlantic Treaty Organization, the General Agreement on Tariffs and Trade, the Berne Convention, the North American Free Trade Agreement and all other multinational authorities or treaties which have or may have from time to time jurisdiction over any of the parties to or any performance under this Agreement; and (iv) the term "**Governmental Authority**" will mean any subdivision, agency, branch, court, administrative body, legislative body, judicial body, alternative dispute resolution authority or other governmental institution of (A) the United States, (B) any state, municipality, county, parish, subdivision or territory of the United States, (C) all Other Nations, (D) any state, territory, county, province, municipality, parish or other subdivision of any Other Nations, and (E) all Supra-National Authorities.

2. **Assignment of Purchased Trademark Assets.** Through this instrument and effective as of the Assignment Date, Assignee purchases and Assignor transfers, assigns and conveys to Assignee, all of the Purchased Trademark Assets, including, without limitation, all goodwill of the business symbolized by the Purchased Trademark Assets and goodwill associated with the Purchased Trademark Assets in the United States and all Other Nations. All of the Purchased Trademark Assets are conveyed to Assignee on the Assignment Date free and clear of all liens.

3. **Grant of Rights to Purchased Trademark Assets.** Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the United States and all Other Nations, Assignor's right, title and interest (legal, equitable, use and otherwise) in and to the Purchased Trademark Assets, including but not limited to (i) the right to record the assignments made under this Trademark Assignment in the United States Patent and Trademark Office and in any other public offices of any Governmental Authority throughout the world; (ii) the right to sue for, collect and retain damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; (iii) rights to print, publish, display, rent, lend, lease, and license the Purchased Trademark Assets in all media (now or subsequently existing) and languages (human or computer); and (iv) all goodwill associated with the Purchased Trademark Assets.

4. **Further Assurance of Rights.** Assignor agrees to do, upon Assignee's request and at its expense, but without additional consideration, all acts reasonably serving to assure that the Purchased Trademark Assets shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor, its heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee any and all facts known relating to the Purchased Trademark Assets; and to furnish Assignee with any and all labels, documents, photographs, specimens, samples and other physical exhibits in its control or in the control of its heirs, legal representatives or assigns and which may be useful for establishing the facts of adoption and use of the Purchased Trademark Assets.

5. **No Retained Rights.** The parties specifically agree that Assignor is not retaining any ownership, copyright, trademark, patent or other intellectual property right or any right, title or interest whatsoever in the Purchased Trademark Assets, and upon execution, this Trademark Assignment shall constitute a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) in the Purchased Trademark Assets, whether currently existing or arising or recognized in the future to Assignee. Assignor further acknowledges and agrees that the Purchased Trademark Assets constitute the sole and exclusive property of Assignee.

6. **Representations.** Assignor makes no representations or warranties concerning the Purchased Trademark Assets.

7. **Notices.** All notices concerning this Trademark Assignment shall be given in writing to the parties as identified above.

8. **Binding Effect.** This Trademark Assignment shall be binding upon and inure to the benefit of Assignee and Assignor as well as their respective successors.

9. **Complete Understanding.** This Trademark Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Trademark Assignment's provisions shall be valid unless made in a written instrument which both parties sign. This Trademark Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Trademark Assignment.

10. **Governing Law.** This Trademark Assignment will be governed by and construed in accordance with the Laws of the State of Connecticut applicable to a Contract executed and performed in such State, without giving effect to the conflict of laws principles thereof.

11. **Severability.** If a court of competent jurisdiction holds that any one or more of this Trademark Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any of this Trademark Assignment's other provisions, and this Trademark Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

12. **Waiver.** A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Trademark Assignment or granted pursuant to any breach or default under this Trademark Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Trademark Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

13. **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment by and through their duly authorized officers as of the Assignment Date.

MICHAELS, INC.

By: William Mark Michaels
Name: William Mark Michaels
Title: CEO

STATE OF ~~CONNECTICUT~~ Massachusetts)
COUNTY OF ~~NEW HAVEN~~ Hampden) ss:

On this 13th day of July, 2019, before me appeared William Mark Michaels, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.

(SEAL)

Paul M. Kalill
Notary
My Commission Expires:



ACKNOWLEDGED AND ACCEPTED BY:

7C Diamonds, Inc.

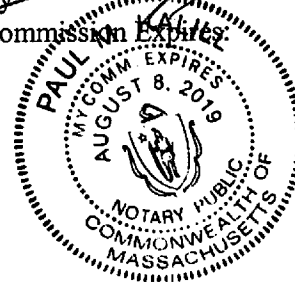
By: Camile Hannoush
Name: Camile Hannoush
Title: President

STATE OF Mass)
COUNTY OF Hampden) ss:

On this 16 day of July, 2019, before me appeared Camile Hannoush to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.

(SEAL)

Paul M. Kalill
Notary
My Commission Expires:



mls606MasterTrademarkAssignment.doc

Exhibit A

Purchased Trademark Assets

Michaels, Inc.

Prepared by DeLio, Peterson & Curcio, LLC

CLI	DKT	COUNTRY/ST	S	MARK	SERIAL NO	FILED	REG NO.	REG DATE	RENEW
MLS	40500	UNITED STATES	E	10/10 PLAN	526,015	03/11/85	1,378,580	01/14/86	
MLS	40400	UNITED STATES	E	A MICHAEL ORIGINAL	323,182	04/01/69	885,454	02/03/70	
MLS	40900	UNITED STATES	E	CHRISTMAS TREE	180,729	08/02/78	1,136,742	06/10/80	
MLS	41000	UNITED STATES	E	EGRET	236,200	10/22/79	1,168,290	09/08/81	
MLS	40800	UNITED STATES	T	ETERNITY	107,832	11/26/76	1,073,980	09/27/77	
MLS	400014000	UNITED STATES	E	ISN'T IT ABOUT TIME	75/924,041	02/22/00	2,435,117	03/13/01	
MLS	400014080	CONNECTICUT	E	ISN'T IT ABOUT TIME?			20897	02/18/00	
MLS	41280	CONNECTICUT	E	IT'S SIMPLY A MATTER OF TRUST			7383	12/16/88	
MLS	41100	UNITED STATES	I	M LOGO	831,437	10/16/89	1,611,176	08/28/90	08/28/20
MLS	40180	CONNECTICUT	E	MICHAELS			3256	03/25/75	
MLS	40181	RHODE ISLAND	E	MICHAELS			85-2-1	02/19/75	
MLS	40100	UNITED STATES	E	MICHAELS	099,351	09/09/76	1,075,556	10/18/77	
MLS	40200	UNITED STATES	I	MICHAELS	155,402	01/16/78	1,111,071	01/09/79	01/09/29
MLS	40300	UNITED STATES	I	MICHAELS	433,366	02/03/75	1,071,378	08/16/77	08/16/27
MLS	410003000	UNITED STATES	I	MICHAELS	87/693,481	11/21/17	5,507,636	07/03/18	07/03/28
MLS	40700	UNITED STATES	E	RING OF INTENT	359,630	05/13/75	909,087	03/02/71	
MLS	400015000	UNITED STATES	A	START YOUR STORY AT MICHAELS					
MLS	41380	CONNECTICUT	I	TREASURE CHEST			112	04/01/65	04/01/20

I=Issued P=Pending A=Abandoned E=Expired N=Not Filed T=Transferred C=Canceled
Report - TMSTATUS

Michaels, Inc.

Prepared by DeLio, Peterson & Curcio, LLC

CLI	DKT	COUNTRY/ST	S	MARK	SERIAL NO	FILED	REG NO.	REG DATE	RENEW
MLS	51380	CONNECTICUT	I	TREASURE CHEST			20859	12/27/99	12/27/19
MLS	61380	CONNECTICUT	A	TREASURE CHEST					
MLS	40600	UNITED STATES	I	TRUST THE MOMENT TO MICHAELS	814,340	07/24/89	1,592,514	04/17/90	04/17/20

I=Issued P=Pending A=Abandoned E=Expired N=Not Filed T=Transferred C=Canceled
Report - TMSTATUS

Schedule 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.

4820-0755-5484, v. 1