

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5898893

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CONTINENTAL JEWELRY (USA) INC.	12/12/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CONTINENTAL JEWELLERY (MFG) LTD.
<b>Street Address:</b>	UNIT M, 1/F KAISER ESTATE
<b>Internal Address:</b>	11 HOK YUEN STREET
<b>City:</b>	HUNGHUM, KOWLOON
<b>State/Country:</b>	HONG KONG
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	D430061
Patent Number:	D442514
Patent Number:	D443553
Patent Number:	D468660
Patent Number:	D568201
Patent Number:	6415629
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	2129862251
<b>Email:</b>	alsmith@aesesqlaw.com
<b>Correspondent Name:</b>	ALFRED E. SMITH ESQ.
<b>Address Line 1:</b>	666 THIRD AVENUE
<b>Address Line 2:</b>	10TH FLOOR
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017
<b>ATTORNEY DOCKET NUMBER:</b>	2394989
<b>NAME OF SUBMITTER:</b>	ALFRED E. SMITH, ESQ.
<b>SIGNATURE:</b>	/alsmith/
<b>DATE SIGNED:</b>	01/07/2020
This document serves as an Oath/Declaration (37 CFR 1.63).	

PATENT

**Total Attachments: 4**

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## **INTELLECTUAL PROPERTY ASSIGNMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is entered into on this 12th day of December, 2019 by and between CONTINENTAL JEWELRY (USA), INC., a New York corporation, with offices at 115 West 30th Street, Suite 300, New York, New York 10001 ("CJUSA"), sometimes individually referred to herein as "Seller," and CONTINENTAL JEWELLERY (MFG) LTD, a Hong Kong limited company, with offices at Unit M, 1/f, Kaiser Estate, 11 Hok Yuen, Hungnam, Kowloon, Hong Kong ("Buyer").

### **W I T N E S S E T H:**

WHEREAS, among the Transferred Assets are all of Seller's rights, titles, and interests in and to their Intellectual Property, as the term is defined in this Agreement, and as detailed in Schedule A hereto;

NOW, THEREFORE, in consideration of the premises, the mutual obligations of the Parties contained in the Agreement, this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. "Intellectual Property" shall mean (a) any and all patents and patent applications, (b) trademarks, service marks, certification marks, trade names, brand names, trade dress, logos, business and product names, slogans, and registrations and applications for registration thereof, (c) copyrights (including software) and registrations thereof, (d) inventions, processes, designs, formulae, trade secrets, know-how, industrial models, confidential and technical information, manufacturing, engineering and technical drawings, product specifications and confidential business information, (e) intellectual property rights similar to any of the foregoing, (f) computer software, (g) copies and tangible embodiments thereof (in whatever form or medium, including electronic media), (h) stock keeping units, and (i) all goodwill associated with any of the foregoing.

2. "Intellectual Property Rights" means the entire right, title, and interest in and to all proprietary rights of every kind and nature however denominated, throughout the world, including without limitation (a) patents, copyrights, mask work rights, confidential information, trade secrets, database rights, and all other proprietary rights in Technology; (b) trademarks, trade names, service marks, service names, brands, trade dress and logos, and the goodwill and activities associated therewith; (c) domain names, rights of privacy and publicity, and moral rights; (d) any and all registrations, applications, recordings, licenses, common-law rights, and contractual rights relating to any of the foregoing; and (e) all Actions and rights to sue at law or in equity for any past or future infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom, and all rights to obtain renewals, continuations, divisions, or other extensions of legal protections pertaining thereto.

3. Seller hereby assigns and sells to Buyer all of Seller's rights, titles, and interests in and to all of Seller's Intellectual Property.

4. Without limiting the foregoing, Seller hereby assigns and sells to Buyer all of Seller's rights, titles, and interests in and to Seller's: (a) patents and patent applications, as listed in the attached Schedule A; (b) any and all divisionals, continuations, continuations in part, substitutes, renewals, reissues, and/or reexaminations of, relating to, deriving from, and/or claiming priority from any and all of Seller's patents and/or patent applications; (c) all income, royalties, damages, and/or payments now due or payable or which hereafter become due or payable with respect to any of the foregoing; (d) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement of any of the foregoing; and (e) all rights corresponding to the all of the foregoing throughout the world, if any (all of the rights described in this paragraph collective referred to as the "Patent Rights"). Seller hereby authorizes the Commissioner of Patents of the United States Patent and Trademark Office to transfer title in and to the Patent Rights to Buyer.

5. Without limiting the foregoing, Seller hereby assigns and sells to Buyer all of Seller's rights, titles, and interests in and to Seller's: (a) registered trademarks and pending trademark applications, as listed in the attached Schedule A; (b) to the extent that any of the pending trademark applications were based on an intent to use the mark(s) thereof, pursuant to Section 1(b) of the Lanham Act (15 U.S.C. § 1051(b)), the business of Seller associated with any such mark(s); (c) all common law trademarks; (d) all trade names, brand names, trade dresses, logos, business and product names, and the like; (e) all good will associated with all of the foregoing; (f) all income, royalties, damages, and/or payments now due or payable or which hereafter become due or payable with respect to any of the foregoing; (g) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement of any of the foregoing; and (h) all rights corresponding to the all of the foregoing throughout the world, if any (all of the rights described in this paragraph collective referred to as the "Trademark Rights"). Seller hereby authorizes the Commissioner of Patents of the United States Patent and Trademark Office to transfer title in and to the Trademark Rights to Buyer.

6. Without limiting the foregoing, Seller hereby assigns and sells to Buyer all of Seller's rights, titles, and interests in and to Seller's: (a) registered copyrights and pending copyright applications, as listed in the attached Schedule A; (b) unregistered copyrights; (c) the right to obtain extensions and/or renewals for the foregoing; (d) the right to create works derivative the foregoing; (e) the right to use, reproduce, display, perform, distribute, sell, lease, or otherwise transfer the foregoing and to authorize others to do any, some or all of the foregoing; (f) all income, royalties, damages, and/or payments now due or payable or which hereafter become due or payable with respect to any of the foregoing; (g) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement of any of the foregoing; and (h) all rights corresponding to the all of the foregoing throughout the world, if any (all of the rights described in this paragraph collective referred to as the "Copyright Rights"). Seller hereby authorizes the Register of Copyrights to transfer title in and to the copyrights to Buyer.

7. Seller has the rights with respect to the ownership and use of all Intellectual Property Rights therein necessary to conduct the Business of the Seller, as currently conducted, except where the failure to have such rights would not have a Material Adverse Effect. None of the Seller's Intellectual Property Rights is in the possession, custody, or control of any third Party other than the Seller.

8. The Seller has not, (a) to the Seller's knowledge, interfered with, infringed upon, diluted, misappropriated, or violated any Intellectual Property Rights of any other Person, (b) received any charge, complaint, claim, demand, or notice alleging interference, infringement, dilution, misappropriation, or violation of the Intellectual Property Rights of any other Person (including any invitation to license or request or demand to refrain from using any Intellectual Property Rights of any other Person in connection with the conduct of the Business or the use of the Company Technology), or (c) agreed to or has a contractual obligation to indemnify any Person for or against any interference, infringement, dilution, misappropriation, or violation with respect to any Intellectual Property Rights. To the Seller's Knowledge, no Person has interfered with, infringed upon, diluted, misappropriated, or violated any of Seller's Intellectual Property Rights.

9. To the Seller's knowledge, the Seller has maintained commercially reasonable practices to protect the confidentiality of the Seller's confidential information and trade secrets.

10. To the Seller's knowledge, the Seller's use and dissemination of any personally-identifiable information concerning individuals is in material compliance with all applicable privacy policies, terms of use, Legal Requirements, and contractual obligations applicable to which Seller is bound, except where such non-compliance would not reasonably be expected to have a Material Adverse Effect.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Seller and Buyer have signed this Assignment as of the date first above written.

CONTINENTAL JEWELRY (USA) INC.

By: 

Name:

LAWRENCE LEE

Title:

PRESIDENT.

CONTINENTAL JEWELLERY (MFG) LTD

By: 

Name:

Karen Cheung.

Title:

Director of Sales & Marketing.