

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rosenthal & Rosenthal, Inc.		08/27/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Hallmark Licensing, LLC		
Street Address:	2501 McGee Trafficway		
Internal Address:	MD 339		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64108		
Entity Type:	LIMITED LIABILITY COMPANY: KANSAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3898293	HALLMARK RINGS	
Registration Number:	3898292	HALLMARK DIAMONDS	
CORRESPONDENCE DATA			
Fax Number:	8162747171		
<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:	816.274.5583		
Email:	sara.grabill@hallmark.com		
Correspondent Name:	David N. Johnson		
Address Line 1:	2501 McGee Trafficway		
Address Line 2:	MD 339		
Address Line 4:	Kansas City, MISSOURI 64108		
NAME OF SUBMITTER:	David N. Johnson		
SIGNATURE:	/david n johnson/		
DATE SIGNED:	08/27/2014		
Total Attachments: 4			
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source=Diastar Trademark Assignment to Hallmark#page2.tif			
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TRADEMARK			

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TRADEMARK ASSIGNMENT

WHEREAS, Rosenthal & Rosenthal, Inc., a New York corporation, located at 1370 Broadway, New York, New York 10018 (the "Assignor"), extended credit to Diastar, Inc., a New York corporation ("Diastar"), secured, in part, by a security interest granted by Diastar to Assignor on November 2, 2006 in all of Diastar's present and future general intangibles (as defined in Article 9 of the Uniform Commercial Code), including, without limitation, all right, title and interest of Diastar in the trademarks listed on Exhibit A, the goodwill of the business associated therewith and the applications and registrations related thereto (hereinafter the "Marks");

WHEREAS, the assignment records of the USPTO reflect that a Bill of Sale and Assignment of Trademark Application dated February 15, 2008 was recorded with the USPTO on September 4, 2012 at Reel 004854 Frame 0533, pursuant to which Diastar purportedly assigned the entire right, title and interest of Diastar in the Marks to Anita Jain and Monica Jain (the "Jains"), which assignment was made without the knowledge, consent or approval of Assignor and subject to Assignor's security interest in the Marks;

WHEREAS, the assignment records of the USPTO reflect that a Bill of Sale and Assignment of Trademark Application dated October 1, 2012 was recorded with the USPTO on November 12, 2012 at Reel 004898 Frame 0120, pursuant to which the Jains purportedly assigned the entire right, title and interest of the Jains in the Marks to Hallmark Industries, Inc., a New Jersey corporation ("Hallmark Industries"), which assignment was made without the knowledge, consent or approval of Assignor and subject to Assignor's security interest in the Marks;

WHEREAS, following default by Diastar on its obligations to Assignor, Assignor foreclosed its security interest in the Marks at a private foreclosure sale at which HALLMARK LICENSING, LLC, a Kansas limited liability company, located at 2501 McGee Trafficway, Kansas City, Missouri 64108 (hereinafter the "Assignee"), acquired the entire right, title and interest of Hallmark Industries in and to the Marks.


NOW, THEREFORE, in consideration of and in exchange for One Dollar (\$1.00) and all other valuable and legally sufficient consideration as set forth in the Private Foreclosure Sale Agreement dated August 8, 2014 between Assignor and Assignee, the receipt of which Assignor hereby acknowledges, Assignor has sold, assigned and transferred to Assignee the entire right, title and interest of Hallmark Industries in and to the Marks, as well as all past common law causes of action and all rights to sue and to recover all damages and other appropriate relief for past infringement of the Marks.

Assignor agrees to execute any further documents that may be needed in the future to record and vest full title in the Marks and the related applications and/or registrations in Assignee.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed this 27th day of AUGUST, 2014.

ASSIGNOR:

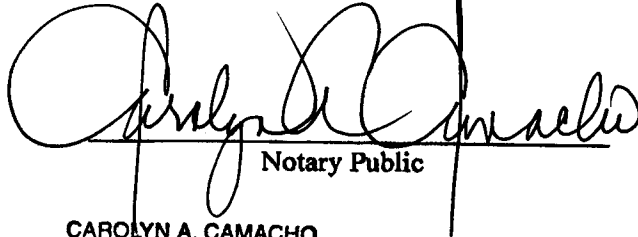
ROSENTHAL & ROSENTHAL, INC.

By: 
Name (print): Thomas D. Lauria
Title: Sr. Vice President

ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On this 27th day of AUGUST, 2014, before me, a Notary Public in and for said State and County, personally appeared THOMAS D. LAURIA to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.


Notary Public

My Commission Expires:

12/30/14

CAROLYN A. CAMACHO
NOTARY PUBLIC, State of New York
No. 01CA6148806
Qualified in Richmond County
Commission Expires December 20, 2015

EXHIBIT A TO TRADEMARK ASSIGNMENT

<u>Mark</u>	<u>Registration No.</u>
Hallmark Diamonds	3898292
Hallmark Rings	3898293