

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of this 20th day of May, 2016, by and among [REDACTED] Enterprises LLC, a New York limited liability company ("Buyer"), D.C. Group, Inc., a New York corporation (d/b/a Unique Settings of New York) ("Seller"), and [REDACTED] Ekmel ("Ekmel" or, in his capacity as the representative of Seller and the Stockholders, the "Representative").

WITNESSETH:

WHEREAS, Seller is engaged in the business of manufacturing, servicing and distributing fine jewelry ("Business");

WHEREAS, Ekmel and David Kocak (together with Ekmel, the "Stockholders") are the sole shareholders of Seller;

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, subject to the terms and conditions of this Agreement, all or substantially all of the assets of Seller, other than the Excluded Assets (as defined below);

WHEREAS, Buyer desires to assume from Seller, and Seller desires to assign to Buyer, subject to the terms and conditions of this Agreement, certain Assumed Liabilities (as defined below); and

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I

SALE OF ASSETS

1.1 Assets To Be Sold. On the basis of the representations and warranties herein contained and subject to the terms and conditions stated in this Agreement, on the Closing Date (as hereinafter defined), Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall acquire from Seller, all right, title and interest of Seller in and to Seller's assets used in the Business (other than the Excluded Assets) (the "Acquired Assets"). The Acquired Assets include the following (except to the extent any of the following would constitute an Excluded Asset):

(a) All tangible personal property (other than Inventory (as defined below)), including all furniture, fixtures, computer equipment, furnishings, leasehold improvements, equipment, facilities, machinery, vehicles, structures and any related capitalized items and other assets, including those assets enumerated and described in Schedule 1.1(a), as well as all manufacturer's warranties associated with such items.

(b) All inventories (whether raw materials, packaging, supplies, work-in-progress, finished goods, spare parts, tools, fuel and other consumables) and deposits on inventory (collectively, "Inventory"), including those assets enumerated and described in Schedule 1.1(b).

(c) All Accounts Receivable, including all vendor, dealers, customers and trade accounts receivable enumerated and described in Schedule 1.1(c).

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