

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chelsea Clock Company Incorporated		06/30/2005	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Chelsea Clock LLC		
<b>Street Address:</b>	c/o The Bollard Group, One Joy Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	Limited Liability Company:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0522609	CHELSEA	
Registration Number:	0523025	CHELSEA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)399-6930		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-399-0040		
<b>Email:</b>	vzorrilla@brllegal.com		
<b>Correspondent Name:</b>	Veronica Zorrilla		
<b>Address Line 1:</b>	Browne Rosedale, 31 St. James Ave.		
<b>Address Line 2:</b>	Suite 850		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Veronica Zorrilla		
<b>Signature:</b>	/Veronica Zorrilla/		
<b>Date:</b>	07/06/2005		

OP \$65.00 0522609

**Total Attachments: 3**

source=Assignment of Intellectual Property\_Page\_1#page1.tif

source=Assignment of Intellectual Property\_Page\_2#page1.tif

source=Assignment of Intellectual Property\_Page\_3#page1.tif

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property dated June 30, 2005 is executed and delivered by Chelsea Clock Company Incorporated, as Massachusetts corporation (the "Seller"), to The Chelsea Clock LLC, a Delaware limited liability company (the "Buyer"). All capitalized words and terms used in this Assignment of Intellectual Property and not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement dated June 30, 2005 between the Seller, Richard F. Leavitt, an individual and majority shareholder of Seller, and the Buyer (the "Agreement").

WHEREAS, pursuant to the Agreement, the Seller has agreed to sell, transfer, convey, assign and deliver to the Buyer the Intellectual Property, goodwill associated therewith and of Seller, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions and rights to past damages for infringement thereof;

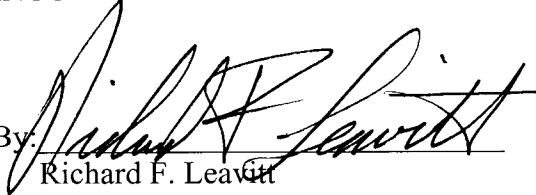
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby agrees as follows:

Seller does hereby assign, sell and transfer unto the Buyer all right, title and interest in and to the Intellectual Property, including, without limitation, the Trademarks set forth on Exhibit A hereto, together with (a) the registrations of and registration applications for the Intellectual Property, (b) the goodwill of the business symbolized by and associated with the Intellectual Property and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Intellectual Property or the registrations thereof or such associated goodwill.

\* \* \* \* \*

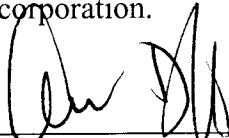
IN WITNESS WHEREOF, the Seller, by its duly authorized officer, has executed this assignment, as an instrument under seal, as of June 30, 2005.

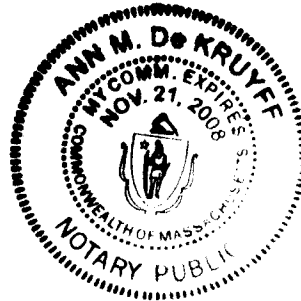
CHELSEA CLOCK COMPANY  
INCORPORATED

By   
Richard F. Leavitt  
President and Treasurer

COMMONWEALTH OF MASSACHUSETTS  
SUFFOLK, ss.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30<sup>th</sup> day of June, 2005, personally appeared Richard F. Leavitt to me known personally, and who, being by me duly sworn, deposes and says that he is the President and Treasurer of the Seller, and that said instrument was signed and sealed on behalf of said Seller by authority of its Board of Directors, and said Richard F. Leavitt acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



**EXHIBIT A**

Chelsea – word mark – Registration Number 0522609

Chelsea – stylized mark – Registration Number 0523025