

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cleo Inc.		11/21/2005	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Visions United, Inc.		
Street Address:	P.O. Box 52292		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30355		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2360075	GOD'S CHILDREN	
CORRESPONDENCE DATA			
Fax Number:	(212)684-3999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	efiling@grr.com		
Correspondent Name:	Donna Mirman Broome		
Address Line 1:	270 Madison Avenue		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	4792/003		
NAME OF SUBMITTER:	Donna Mirman Broome		
Signature:	/DMB/		
Date:	11/28/2005		

OP \$40.00 2360075

Total Attachments: 2

900036745

**TRADEMARK
 REEL: 003199 FRAME: 0774**

source=QuitClaim Assignment#page1.tif
source=QuitClaim Assignment#page2.tif

TRADE MARK QUITCLAIM ASSIGNMENT

WHEREAS, Cleo Inc, a corporation organized under the laws of the State of Tennessee, having a place of business at 4025 Viscount, Memphis, TN 38118, (hereinafter referred to as "ASSIGNOR") owns the trademark shown in Registration Number 2360075 for the mark GOD'S CHILDREN (hereinafter referred to as the "TRADEMARK"); and


WHEREAS, Visions United, Inc., a corporation organized under the laws of the State of Georgia, having an address of P.O. Box 52292, Atlanta, Georgia 30355, (hereinafter referred to as "ASSIGNEE") is desirous of acquiring such right, title and interest of ASSIGNOR, if any, in, to and under the TRADEMARK, together with such goodwill of the business, if any, as may be symbolized by the TRADEMARK;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the full receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does sell, assign, transfer and convey unto ASSIGNEE, through quitclaim such of the following, if any, as may own in the TRADEMARK: 1) its right, title and interest in and to the TRADEMARK, and 2) the goodwill of the business, if any, as may be symbolized by the TRADEMARK, and the right to sue and recover for past infringement thereof.

ASSIGNOR makes no representation or warranty in connection with the Trademark or this Trademark Quitclaim Assignment that the Trademark is enforceable, registrable or otherwise valid and no such warranty is expressed or implied.

IN WITNESS WHEREOF, Cleo Inc has caused this Trademark Quitclaim Assignment to be duly executed by its officer thereunto duly authorized as of the 21ST day of November 2005.

CLEO INC

By: 
Name: BRUCE WOODRUFF
Title: SR. VP.