

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
Floralife, Inc.		06/15/2005	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Design Master Color Tool, Inc.
Street Address:	358 Arapahoe Avenue
City:	Boulder
State/Country:	COLORADO
Postal Code:	80302
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1374457	DECOLACE
Registration Number:	1531525	FLORALIFE COLORWASH COLOR COLLECTION
Registration Number:	2725658	FLORALIFE COMFORT COLOR COLLECTION
Registration Number:	1531526	FLORALIFE HOMESTEAD COLOR COLLECTION
Registration Number:	1531527	FLORALIFE PERFECT TOUCH COLOR COLLECTION
Registration Number:	2972522	PERFECT TOUCH

CORRESPONDENCE DATA

Fax Number: (215)981-4750
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2159814194
 Email: kennedyp@pepperlaw.com
 Correspondent Name: Paul J. Kennedy
 Address Line 1: 18th and Arch Streets
 Address Line 2: 3000 Two Logan Square
 Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

OP \$165.00 1374457

ATTORNEY DOCKET NUMBER:	111276.6 PENNOCK
NAME OF SUBMITTER:	Paul J. Kennedy
Signature:	/Paul J. Kennedy/
Date:	06/29/2006
Total Attachments: 4 source=FLORA001#page1.tif source=FLORA001#page2.tif source=FLORA001#page3.tif source=FLORA001#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is effective on the 15 day of JUNE, 2005 by and between Floralife, Inc. ("Assignor"), an Illinois corporation, and Design Master Color Tool, Inc. ("Assignee"), a Pennsylvania corporation.

WHEREAS, pursuant to an Asset Purchase Agreement dated June __, 2005 by and between Assignor and Assignee ("Purchase Agreement"), Assignee agreed to purchase certain assets of Assignor;

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to irrevocably sell, transfer, convey, deliver and assign to Assignee Assignor's entire right, title and interest in and to the Trademarks (as defined below) that are Property (as defined in the Purchase Agreement);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

Definitions

1. All undefined, capitalized terms used herein shall have the meaning given to them in the Purchase Agreement.

2. Assignor hereby sells, transfers, conveys, delivers and assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks (as defined below), together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name. "Trademarks" means all trademarks, service marks, logos, trade names, corporate names, including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, including without limitation the trademarks and trademark registrations listed on Exhibit A hereto.

3. Assignee hereby accepts the foregoing assignment but shall only assume the liabilities, debts and obligations associated with the Trademarks to the limited extent set forth in the Purchase Agreement.

*Associated with the colors of Assignor's Aerosol Business
JD 6/15/05
DJ*

4. Assignor shall cooperate with Assignee in any action Assignee requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars.

5. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior

agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

6. Assignor represents, covenants and warrants with and to Assignee that (a) Assignor has all of the right, title and interest necessary to grant to Assignee the rights granted to Assignee hereunder, (b) Assignor has not previously sold, conveyed, delivered, assigned, or otherwise transferred, in whole or in part, any of its right, title or interest in and to the Trademarks, and (c) the representations and warranties in Article 3 of the Purchase Agreement are true and correct with respect to the Trademarks.

7. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

8. This Assignment shall be governed by and construed under the laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado.

9. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

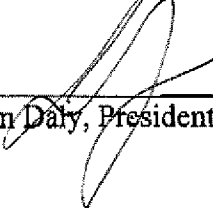
10. All notices that are required or may be given pursuant to the terms of this Assignment shall be in writing and shall be sent by registered or certified mail, postage prepaid or sent by overnight courier addressed to the intended recipient. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGMENT

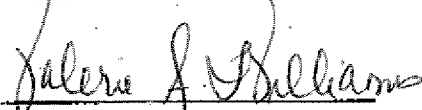
STATE OF :
: ss.
COUNTY OF :

IL
Jim Dary, being duly sworn, says that he is the President of Floralife, Inc., an Illinois corporation, and acknowledges that he did sign the Intellectual Property Assignment on behalf of Floralife, Inc. pursuant to due authority.

FLORALIFE, INC.

By: 
Jim Dary, President

Sworn to and subscribed
before me this 15th day
of June, 2005.


Notary Public

My commission expires: 2/10/09 (SEAL)

SCHEDULE A

MARK	COUNTRY	REG. NO.
DECOLACE	U.S.	1374457
FLORALIFE COLORWASH COLOR COLLECTION and design	U.S.	1531525
FLORALIFE COLORWASH COLOR COLLECTION and design	Canada	377999
FLORALIFE COMFORT COLOR COLLECTION and design	U.S.	2725658
FLORALIFE HOMESTEAD COLOR COLLECTION and design	U.S.	1531526
FLORALIFE HOMESTEAD COLOR COLLECTION and design	Canada	371782
FLORALIFE PERFECT TOUCH COLOR COLLECTION	U.S.	1531527
FLORALIFE PERFECT TOUCH COLOR COLLECTION and design	Canada	377998
FLORALIFE PERFECT TOUCH COLOR COLLECTION and design	Mexico	442067
PERFECT TOUCH	U.S.	SN 76/598271

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