

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	06/15/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
International China Company Inc.		06/15/2007	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	Intellectual Images LLC
Street Address:	358 West Ivy Lane
City:	Englewood
State/Country:	NEW JERSEY
Postal Code:	07631
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1469103	MARMALADE
Registration Number:	1625851	HEARTLAND

**CORRESPONDENCE DATA**

Fax Number: (609)818-1817  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6098181816  
 Email: nzhegedus@yahoo.com  
 Correspondent Name: Nicholas Z. Hegedus, Esq.  
 Address Line 1: 65 South Main Street  
 Address Line 2: Suite B103  
 Address Line 4: Pennington, NEW JERSEY 08534

NAME OF SUBMITTER:	Nicholas Z. Hegedus
Signature:	/Nicholas Z. Hegedus/

OP \$65.00 1469103

Date:

06/18/2007

Total Attachments: 2

source=TM Assignment#page1.tif

source=TM Assignment#page2.tif

## **TRADEMARK ASSIGNMENT**

**TRADEMARK ASSIGNMENT**, made as of June 15, 2007, between International China Company, Inc., a New York corporation (the "Assignor"), and Intellectual Images, LLC, a New Jersey limited liability company (the "Assignee").

**WHEREAS**, Assignor is the owner of the trademarks (i) "MARMALADE" registered in the United States Patent and Trademark Office under Registration No. 1469103 dated December 15, 1987 ("Marmalade"), and (ii) "HEARTLAND" registered in the United States Patent and Trademark Office under Registration No. 1625851 dated December 4, 1990 ("Heartland") (Marmalade and Heartland collectively the "Trademarks"); and

**WHEREAS**, the Assignor desires to transfer, convey and assign to Assignee all of its right, title and interest in and to the Trademarks, and the Assignees desires to have the Trademarks transferred, conveyed and assigned to it.

**NOW, THEREFORE**, in consideration of the premises, and the mutual covenants and agreements set forth herein, the parties hereto hereby agree as follows:

1. Assignor hereby assigns to Assignee all of their right, title and interest in and to the Trademarks, together with the goodwill associated therewith.
2. This Assignment shall be construed and enforced in accordance with, and governed by, the laws of the State of New Jersey without application of any principles of conflict of laws.
3. This Assignment contains the entire understanding of the parties and supersedes all prior agreements and understandings relating to the subject matter hereof.
4. In the event that any provision of this Assignment or any word, phrase, clause, sentence or other portion thereof should be held to be unenforceable or invalid for any reason, such provision or portion thereof shall be modified or deleted in such a manner so as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.
5. This Assignment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.
6. This Assignment may not be altered, amended, changed, modified, waived or terminated in any respect or particular unless the same shall be in writing signed by the party to be bound.

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

**IN WITNESS WHEREOF**, the parties have executed this Assignment as of the date first above written.

INTERNATIONAL CHINA COMPANY, INC.

By: \_\_\_\_\_

*Rosa E. Frias*  
Rosa Frias  
Vice President

INTELLECTUAL IMAGES, LLC

By: \_\_\_\_\_

*Rosa E. Frias*  
Rosa Frias  
Managing Member