

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
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: 1			
Property Type	Number	Word Mark	
Registration Number:	1479358	HEARTLAND	
CORRESPONDENCE DATA			
Fax Number:	(609)818-1817		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		
Date:	12/03/2007		

OP \$40.00 1479358

Total Attachments: 2

900093202

**TRADEMARK
 REEL: 003670 FRAME: 0449**

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 trademark "HEARTLAND" registered in the United States Patent and Trademark Office under Registration No. 1479358 dated March 8, 1988 (the "Trademark"); and

WHEREAS, the Assignor desires to transfer, convey and assign to Assignee all of its right, title and interest in and to the Trademark, and the Assignee desires to have the Trademark 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 its right, title and interest in and to the Trademark, 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