

**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
BRULANT, INC.		07/23/2008	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	BRULANT, LLC		
Street Address:	3700 Park East Drive		
City:	Beachwood		
State/Country:	OHIO		
Postal Code:	44122		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2695623	BRULANT	
CORRESPONDENCE DATA			
Fax Number:	(973)597-2400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	Lowenstein Sandler PC		
Address Line 2:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068-1791		
ATTORNEY DOCKET NUMBER:	B5993/17		
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.		
Signature:	/Vanessa A. Ignacio/		
Date:	07/24/2008		

CH \$40.00 2695623

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is executed and delivered as of July 23, 2008, by Brulant, Inc., an Ohio corporation ("Seller") in favor of Brulant, LLC (f/k/a Brulant Acquisition Sub, LLC), a Delaware limited liability company ("Buyer"). All capitalized terms used in this Assignment and not defined herein shall have the respective meanings ascribed to such terms in the Asset Contribution and Purchase Agreement, dated as of July 2, 2008, by and among the Buyer, Rosetta LLC, a Delaware limited liability company, Seller and the Shareholders named therein (the "Purchase Agreement").

WHEREAS, this Assignment is executed and delivered in connection with the Purchase Agreement, pursuant to the terms and conditions of which Seller agreed to contribute, convey, transfer, assign and deliver to Buyer, and Buyer agreed to purchase and accept, all of Seller's right, title and interest in, to and under each trademark that is a Transferred Asset (the "Transferred Trademarks") (including, without limitation, those trademarks set forth on Annex I attached hereto).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Seller and Buyer hereby agree as follows:

1. Assignment. Seller hereby contributes, conveys, transfers, assigns and delivers to Buyer, and its successors and assigns, all of its right, title and interest in, to and under the Transferred Trademarks, including without limitation the right to sue for past infringements and otherwise enforce, and the right to all royalties and all other proceeds, in connection with the Transferred Trademarks.

2. Further Assurances. Seller hereby covenants and agrees that it will, at the request of Buyer and without further consideration, execute and deliver, and will cause its Affiliates, agents, directors, officers and employees to execute and deliver, such other instruments of contribution, assignment, conveyance, transfer, and delivery, and take such other action, as may reasonably be necessary to more effectively contribute, convey, transfer, assign and deliver to Buyer, and its successors and assigns, all of Seller's right, title and interest in, to and under the Transferred Trademarks, to assist Buyer in exercising all rights with respect thereto and to carry out the purpose and intent of this Assignment.

3. No Modification of Representations, Warranties, Rights, Remedies, or Obligations. Seller, by its execution of this Assignment, and Buyer, by its acceptance of this Assignment, hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies or obligations of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument.

4. Choice of Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of law provisions thereof.

5. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same instrument. Any signature page delivered by a facsimile machine shall be binding to the same extent as an original signature page with regard to any agreement subject to the terms hereof or any amendment thereto. A party that delivers a signature page in this manner agrees to later deliver an original counterpart to the other party.

\* \* \*

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the date first set forth above.

BRULANT, INC.

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

Name: Leonard W. Pagon, Jr.

Title: Chief Executive Officer

ACKNOWLEDGED AND ACCEPTED BY:

BRULANT, LLC

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

Name: Kurt E. Holstein

Title: Chief Operating Officer

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the date first set forth above.

BRULANT, INC.

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

Name: Leonard W. Pagon, Jr.

Title: Chief Executive Officer

ACKNOWLEDGED AND ACCEPTED BY:

BRULANT, LLC

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

Name: Kurt E. Holstein

Title: Chief Operating Officer

NOTARY

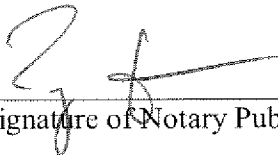
State of Ohio

) ss.

County of Cuyahoga

On this the \_\_\_ day of \_\_\_\_\_, 2008, before me, Ryan W. Falk, the undersigned Notary Public, personally appeared Leonard W. Payer, Jr., to me known as a duly authorized signatory of Brulant, Inc., an Ohio corporation, the assignor above-named, proved to me through satisfactory evidence of identity, which was personally known to be the person whose name is assigned on the preceding document, and acknowledged to me that he/she signed it voluntarily for this stated purpose.

RYAN W. FALK, Attorney-At-Law  
Notary Public – State of Ohio  
My Commission has no expiration date.  
Section 147.03 O.R.C.

  
\_\_\_\_\_  
Signature of Notary Public  
Ryan W. Falk  
\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires No expiration

ANNEX 1 TO TRADEMARK ASSIGNMENT

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration Date</u>
BRULANT	2,695,623	3/11/2003