

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Royal Palm Co., Inc.		07/28/2009	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The International Group, Inc.		
<b>Street Address:</b>	13 Hamden Park Drive		
<b>City:</b>	Hamden		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06517		
<b>Entity Type:</b>	CORPORATION: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3195517	RAINBOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(203)397-1172		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	2033970052		
<b>Email:</b>	harry@harryschochat.com		
<b>Correspondent Name:</b>	Harry Schochat, Esq.		
<b>Address Line 1:</b>	8 Lunar Drive		
<b>Address Line 4:</b>	Hamden, CONNECTICUT 06525		
<b>NAME OF SUBMITTER:</b>		Harry Schochat, Esq.	
<b>Signature:</b>		/hs/	
<b>Date:</b>		08/11/2009	
Total Attachments: 3			

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ASSIGNMENT OF TRADEMARK

Agreement made this \_\_\_\_ day of August, 2009 between Royal Palm Co., Inc ( a Corporation organized under the laws of New Jersey with offices at 100 McGraw Drive, Edison, NY 08837, and hereinafter referred to as "Assignor," and THE INTERNATIONAL GROUP, INC., a Connecticut Corporation with offices at 13 Hamden Park Drive, Hamden, Connecticut, and hereinafter referred to as "Assignee."

WITNESSETH:

WHEREAS, Assignor, is the owner and registrant of the mark "Rainbow", which mark is registered with the United States Patent and Trademark Office, Registration No. 3195517, dated January 9, 2007, and as more fully described in Exhibit "A" attached hereto; and

WHEREAS, Assignor, had adopted and used, the mark "Rainbow"; and

WHEREAS, pursuant to a certain Purchase and Sales Agreement entered into between Assignor and Assignee, Assignee has agreed to purchase and Assignor has agreed to sell certain assets of Assignor including the aforementioned trademark, which agreement is incorporated in full herein by reference; and

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt whereof is hereby acknowledged, mutually agree as follows;

1. Assignment of Trademark

Pursuant to the Purchase and Sale Agreement entered into this day between Assignor and Assignee, Assignor does hereby assign to Assignee all right, title, and interest in said "Rainbow" trademark, Registration No. 3195517, together with the goodwill of the business symbolized by the mark, and the above-identified registration thereof. Said Assignment is binding on the successors, heirs, and assigns of the Assignor and its constituent members.

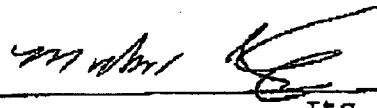

2. Warranties

A. Assignor warrants and represents to Assignee that it is the Registrant and Sole Owner of said "Rainbow" trademark, Registration No. 3195517.

B. Assignor further warrants and represents that there is no pending litigation involving said "Rainbow" trademark, Registration No. 3195517, and that Assignor neither knows nor has reasonable grounds to know of any basis for any such action, or of any claim by any party as to ownership, claim, or right to use the said mark.


C. Assignor further warrants and represents that neither Assignor, its Shareholders, or affiliates, nor any Parties related to Shareholders of Assignor have registered any trademark similar in name or style to said "Rainbow" trademark, Registration No. 3195517.

Royal Palm Co., Inc.

By:  Its   
Duly Authorized

NEW JERSEY  
State of Connecticut }  
County of New Haven } ss  
Middletown

On the 28<sup>th</sup> day of July, 2009, before me, the undersigned, appeared Michael Spitz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

  
Notary Public  
My Commission Expires:

**JEFFREY BRITTON**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 10/23/2012**

