

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
Allan M. Shine		03/25/2009	TRUSTEE: UNITED STATES
RECEIVING PARTY DATA			
Name:	Mont D'Or of America, LLC		
Doing Business As:	DBA Alliance Time		
Street Address:	415 Madison Avenue		
Internal Address:	16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78913225	TORQ	
CORRESPONDENCE DATA			
Fax Number:	(212)448-0020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	fields@robritlew.com		
Correspondent Name:	Peter A. Fields		
Address Line 1:	c/o Roberts Ritholz Levy et. al.		
Address Line 2:	235 Park Avenue South, Third Floor		
Address Line 4:	New York, NEW YORK 10003		
ATTORNEY DOCKET NUMBER:	ALLIANCE		
NAME OF SUBMITTER:	Tanya Marie Curcio		
Signature:	/tmc/		

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TRADEMARK
REEL: 004085 FRAME: 0529

Date:

10/27/2009

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is made and entered into as of March 23, 2009 ("**Effective Date**") by and between Allan M. Shine, Receiver of The Colibri Group, Inc. ("**TCG**") and Colibri Corporation ("**CC**") and, collectively with TCG, the "**Seller**" or "**Assignor**" (the "**Receiver**"), by the authority vested in the Receiver by Order of the Superior Court of the State of Rhode Island, Providence County, entered on the 23rd day of March, 2009, in those consolidated receivership proceedings captioned as Founders Equity SBIC I, L.P. vs. The Colibri Group, Inc., P.B. #09-0253, and Allan M. Shine, Receiver of The Colibri Group, Inc. vs. Colibri Corporation, P.B. #09-0664, (the "**Receivership Proceedings**") and Mont D'Or of America, LLC d/b/a Alliance Time ("**Assignee**").

WHEREAS, the books and records of TCG and CC indicate that they own certain trademarks and service marks and domain names and they own the trademark and service mark applications and/or registrations and all common law rights associated with the marks subject thereto, which are listed in **Schedule A** attached hereto and incorporated herein by reference (collectively, the "**Marks**");

WHEREAS, the Assignor is the subject of the Receivership Proceedings and has agreed to assign all assets, including the Marks, pursuant to the sale process established in the Receivership Proceedings, and to execute this Assignment subject to the Assignee's agreement to, and execution of, the terms and conditions of that Receiver's Bill of Sale executed contemporaneously herewith, the Marks being all or a portion of the Purchased Assets defined in that Receiver's Bill of Sale;

WHEREAS, the Assignor desires to assign all of the rights, title and interests of the Assignor in and to the Marks together with the good will of the business symbolized by the Marks to the Assignee, and the Assignee has agreed to accept said assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest free and clear of any liens, encumbrances or security interests of any kind whatsoever in and to the Marks together with the good will of the business symbolized by all such Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, licensees, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made. With regard to the trademark, 'TORQ' that is the subject of the U.S. trademark application Serial Number 78/913225, Assignor hereby grants Assignee all of Assignor's right, title and interest in and to the TORQ mark, including the right to continuously use the TORQ mark and to correspond with and/or file any and all necessary documents with the United States Patent and Trademark Office regarding TORQ. Upon Assignee's use of the TORQ mark, TORQ shall automatically be deemed a Mark hereunder and all Licensor's right, title and interest thereto,

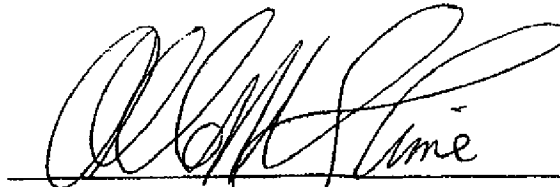
together with the good will of the business symbolized by the TORQ mark, shall be sold, assigned and transferred by Assignor to Assignee. Assignor shall not respond to or withdraw the TORQ application nor use the TORQ mark in connection with the goods and services listed thereon, nor otherwise interfere with the purposes hereof.

THE TERMS OF THE RECEIVER'S BILL OF SALE ARE HEREBY INCORPORATED BY REFERENCE HEREIN.

Assignor hereby requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of all such Marks.


Assignor and Receiver hereby agree to execute and deliver any reasonable further materials, documents and instruments necessary to perfect, record or verify Assignee's interest in all such Marks or to otherwise effectuate the purpose of this Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.



ALLAN M. SHINE, AS AND ONLY AS
RECEIVER OF THE COLIBRI GROUP, INC.
AND COLIBRI CORPORATION, AND NOT
INDIVIDUALLY

Mont D'Or of America, LLC d/b/a Alliance Time

By 
Its duly authorized representative

Dated: 4/17/09