

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
Taryn Rose International, Inc.		01/28/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	International Services Group, Inc.		
Street Address:	9107 Wilshire Boulevard		
Internal Address:	Suite 800		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90232		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	77756280	COMFORTABLY SEXY	
Serial Number:	77756312	FLAT-OUT SEXY	
Serial Number:	77756294	HOT OVER HEALS	
Serial Number:	77756332	NEW YORK'S MOST COMFORTABLE HIGH-RISE	
Serial Number:	77756900		
Registration Number:	3004494		
Serial Number:	77756895		
Registration Number:	2849898	T	
Registration Number:	3456615	T	
Registration Number:	2366553	TARYN ROSE	
Serial Number:	77154613	TARYN ROSE	
Registration Number:	3359233	TARYN ROSE	
Serial Number:	77596223	THE GREATEST LUXURY IS COMFORT.	

OP \$390.00 77756280

900153842

TRADEMARK
 REEL: 004143 FRAME: 0060

Serial Number:	77917970	TARYN ROSE
Serial Number:	77917976	TARYN ROSE

CORRESPONDENCE DATA

Fax Number: (513)241-6234
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 5132412324
Email: tremaklus@whepatent.com
Correspondent Name: Theodore R. Remaklus
Address Line 1: 441 Vine Street
Address Line 2: 2700 Carew Tower
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	TARYN ROSE / 122
NAME OF SUBMITTER:	Theodore R. Remaklus
Signature:	/theodore r remaklus/
Date:	02/03/2010

Total Attachments: 7
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the “**Assignment**”) is made and entered into as of this 28th day of January, 2010 by Taryn Rose International, Inc., a Delaware corporation having a place of business at 3535 Hayden Avenue, Culver City, California 90232 (“TRI” or “Assignor”) in favor of Insolvency Services Group, Inc., a California corporation having a place of business at 9107 Wilshire Boulevard, Suite 800, Beverly Hills, California 90232 (“ISG” or “Assignee”).

Assignor confirms and acknowledges that:

A. Assignee and Taryn Rose Holding LLC are entering into that certain Asset Purchase Agreement dated January 28, 2010 (the “**Agreement**”). Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Agreement.

B. Immediately prior to the execution of the Agreement, the TRI Group (as defined in the Agreement), as assignor, entered into a general assignment for the benefit of creditors, with ISG as assignee, which ISG has accepted (“**General Assignment**”).

C. Concurrently with the execution and delivery of this Assignment, Assignor and Assignee are consummating the transactions contemplated by the Agreement. Pursuant to the Agreement, Assignor is required to execute and deliver this Assignment at the Closing.

D. As used here, “**Trademark**” means the trademark or service mark “Taryn Rose” and all other trademark registrations and applications for trademark registration owned by Assignor related to the Business.

E. As used herein, “**Trademark Rights**” means all common law rights in the United States in “Taryn Rose” and all other trade names, corporate names, logos, slogans, designs, trade dress, and unregistered trademarks and service marks owned by Assignor related to the Business, together with all translations, adaptations, derivations and combinations thereof.

F. As used herein, “**Seller’s Marks**” means all Trademarks and Trademark Rights included in the General Assignment, which constitute all Trademarks and Trademark Rights owned and used in the Business by the TRI Group immediately before the General Assignment, including but not limited to the Trademarks described in Schedule 1 attached hereto.

NOW, THEREFORE, for U.S. \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree that:

1. Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the Seller’s Marks throughout the world, any registrations and applications for registration thereof, and the goodwill of the Business connected with the use thereof and symbolized thereby, as well as Assignor’s portion of any business to which Seller’s Marks pertain, free and clear of all Liens except as provided in the Taryn Rose IP Agreement, including, but not limited to, the Seller’s Marks

described on Schedule 1 attached hereto; all rights to apply for registrations for any thereof and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Seller's Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor hereby authorizes and requests the United States Patent and Trademark Office and any corresponding foreign office whose duty it is to issue, certify, or assign registrations or applications for trademarks or service marks to issue, certify or assign as appropriate the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Agreement.

3. Notwithstanding anything to the contrary herein, Assignor and Assignee are executing and delivering this Assignment in accordance with the Agreement. This Assignment is subject to all of the terms and conditions of the Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Assignor or Assignee thereunder.

4. This Assignment may be executed in any number of counterparts, and by the parties hereto on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Assignment, but all the counterparts shall together constitute but one and the same instrument. Each counterpart may be delivered by facsimile transmission or portable data format (PDF), which transmission shall be deemed delivery of an originally executed document.

5. This Assignment shall be binding upon Assignor and its and the TRI Group's successors and assigns and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

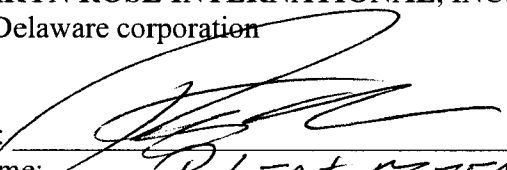
6. This Assignment shall be governed by, and construed in accordance with, the laws of the United States with respect to trademark issues and in all other respects by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

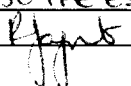
TARYN ROSE INTERNATIONAL, INC.,
A Delaware corporation

By: 
Name: ROBERT MEERS
Its: AUTHORIZED SIGNATORY

Witness

Name: SILVIA VANNINI
Nationality: ITALIAN
Address: 300 S. GRAND AVE. LOS ANGELES
Signature: 

Witness

Name: RICHARD JOYNT
Nationality: BRITISH
Address: 48-50 THE ESPLANADE, ST HELENS, JERSEY
Signature: 

STATE OF CALIFORNIA

)

) ss.

COUNTY OF LOS ANGELES

)

On 01/27, 2010 before me, ANGEL GUADALUPE GARCIA, a notary public for the state, personally appeared ROBERT MEERS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.


Notary Public



Agreed and Accepted as of
the date first above written.

ASSIGNEE:

INSOLVENCY SERVICES GROUP, INC.,

A California corporation

By: [Signature]
Name: JOEL B. WEINBERG
Its: CEO

Witness

Name: SILVIA VANNINI
Nationality: ITALIAN
Address: 300 S GRAND AVE LOS ANGELES
Signature: [Signature]

Witness

Name: RICHARD JOYNT
Nationality: BRITISH
Address: 48-50 THE ESPLANADE, ST HELENS, JERSEY
Signature: [Signature]

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

)
) ss.
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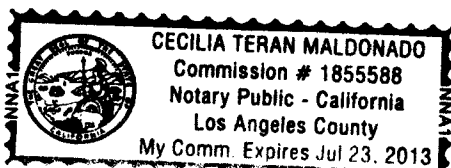
On JAN 28, 2010 before me, Cecilia Teran Maldonado, a notary public for the state, personally appeared JOEL B. WEINBERG, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

[Signature]

Notary Public



**SCHEDULE 1
SELLER'S MARKS**

Mark	Status	Country	International Classes	Application No.	Application Date	Registration No.	Registration Date
TARYN ROSE	Registered	Austria	25	30342000	26-Apr-00	191606	18-Oct-00
COMFORTABLY SEXY	Pending	Brazil	25		9-Dec-09		
COMFORTABLY SEXY	Pending	Brazil	35		9-Dec-09		
ROSE BUD Design	Pending	Brazil	25		9-Dec-09		
ROSE BUD Design	Pending	Brazil	35		9-Dec-09		
STEMMED ROSE Design	Pending	Brazil	25		9-Dec-09		
STEMMED ROSE Design	Pending	Brazil	35		9-Dec-09		
TARYN ROSE	Allowed	Brazil	25	825256461	23-Jan-03		
COMFORTABLY SEXY	Pending	Canada	N/A	1462366	10-Dec-09		
ROSE BUD Design	Pending	Canada	N/A	1462367	10-Dec-09		
ROSE Design	Registered	Canada	N/A	1249977	9-Mar-05	TMA666023	14-Jun-06
STEMMED ROSE Design	Pending	Canada	N/A	1462368	10-Dec-09		
TARYN ROSE	Registered	Canada	N/A	1165274	20-Jan-03	TMA719514	28-Jul-08
TARYN ROSE	Registered	China (Peoples Republic)	25	3435408	14-Jan-03	3435408	14-Dec-04
TARYN ROSE	Filed	China (Peoples Republic)	03, 09, 14, 18, 24, 25	A0009898	11-Oct-07	941608	11-Oct-07
ROSE Design	Registered	European Community	25	4330817	9-Mar-05	4330817	4-Apr-06
TARYN ROSE	Registered	European Community	25	3006913	14-Jan-03	3006913	10-Nov-04
TARYN ROSE	Registered	Germany	25	30031789	25-Apr-00	30031789	13-Jun-00
COMFORTABLY SEXY	Pending	Hong Kong	25, 35	301495819	10-Dec-09		
ROSE BUD Design	Pending	Hong Kong	25, 35	301495828	10-Dec-09		
STEMMED ROSE Design	Pending	Hong Kong	25, 35	301495837	10-Dec-09		
TARYN ROSE	Registered	Hong Kong	03, 09, 14, 18, 24, 25	300970722	11-Oct-07	300970722	11-Oct-07
COMFORTABLY SEXY	Filed	Int'l Registration - Madrid (Designating countries of China (Peoples Republic), European Community, Japan, Republic of Korea, Norway, Russian Federation, Singapore, Switzerland and Ukraine)	25, 35	A0018016	9-Dec-09	1024068	9-Dec-09

Mark	Status	Country	International Classes	Application No.	Application Date	Registration No.	Registration Date
ROSE BUD Design	Filed	Int'l Registration - Madrid (Designating countries of China (Peoples Republic), European Community, Japan, Republic of Korea, Norway, Russian Federation, Singapore, Switzerland and Ukraine)	25, 35	A0018017	9-Dec-09	1024072	9-Dec-09
STEMMED ROSE Design	Pending	Int'l Registration - Madrid (Designating countries of China (Peoples Republic), European Community, Japan, Republic of Korea, Norway, Russian Federation, Singapore, Switzerland and Ukraine)	25, 35	A0018019	9-Dec-09	1024515	9-Dec-09
TARYN ROSE	Filed	Int'l Registration - Madrid (Designating countries of China (Peoples Republic), European Community, Japan, Norway, Russian Federation, Singapore, Switzerland and Ukraine)	03, 09, 14, 18, 24, 25	A0009898	11-Oct-07	941608	11-Oct-07
ROSE Design	Registered	Japan	25	2005020527	9-Mar-05	4883879	29-Jul-05
TARYN ROSE	Registered	Japan	25	2003002915	17-Jan-03	4709420	12-Sep-03
TARYN ROSE	Registered	Korea, Republic of	18, 25, 35	4520070001550	18-Apr-07	450024533	5-Sep-08
TARYN ROSE IN KOREAN TRANSLITERATION	Registered	Korea, Republic of	18	20060049189	25-Sep-06	716952	12-Jul-07
TARYN ROSE IN KOREAN TRANSLITERATION	Registered	Korea, Republic of	25	20060049190	25-Sep-06	716953	12-Jul-07
COMFORTABLY SEXY	Pending	Mexico	25	1053504	10-Dec-09		
COMFORTABLY SEXY	Pending	Mexico	35	1053511	10-Dec-09		
ROSE BUD Design	Pending	Mexico	25	1053514	10-Dec-09		
ROSE BUD Design	Pending	Mexico	35	1053515	10-Dec-09		
STEMMED ROSE Design	Pending	Mexico	25	1053512	10-Dec-09		
STEMMED ROSE Design	Pending	Mexico	35	1053513	10-Dec-09		
TARYN ROSE	Registered	Mexico	3	888475	11-Oct-07	1074830	28-Nov-08
TARYN ROSE	Registered	Mexico	9	888476	11-Oct-07	1074831	28-Nov-08
TARYN ROSE	Registered	Mexico	14	888477	11-Oct-07	1074832	28-Nov-08

Mark	Status	Country	International Classes	Application No.	Application Date	Registration No.	Registration Date
TARYN ROSE	Registered	Mexico	18	888479	11-Oct-07	1087302	26-Feb-09
TARYN ROSE	Registered	Mexico	24	888480	11-Oct-07	1087303	26-Feb-09
TARYN ROSE	Registered	Mexico	25	888481	11-Oct-07	1087304	26-Feb-09
TARYN ROSE	Registered	Russian Federation	25	2006731694	2-Nov-06	351240	27-May-08
TARYN ROSE	Registered	Ukraine	25	M200617050	31-Oct-06	92035	26-May-08
COMFORTABLY SEXY	Published	United States	25, 35	77756280	10-Jun-09		
FLAT-OUT SEXY	Pending	United States	25, 35	77756312	10-Jun-09		
HOT OVER HEALS	Pending	United States	25, 35	77756294	10-Jun-09		
NEW YORK'S MOST COMFORTABLE HIGH-RISE	Pending	United States	25, 35	77756332	10-Jun-09		
ROSE BUD Design	Published	United States	25, 35	77756900	10-Jun-09		
ROSE Design	Registered	United States	25	78481281	9-Sep-04	3004494	4-Oct-05
STEMMED ROSE Design	Published	United States	25, 35	77756895	10-Jun-09		
T (Stylized)	Registered	United States	25	76505162	9-Apr-03	2849898	1-Jun-04
T (Stylized)	Registered	United States	25	77174484	7-May-07	3456615	1-Jul-08
TARYN ROSE	Registered	United States	25	75831310	25-Oct-99	2366553	11-Jul-00
TARYN ROSE	Allowed	United States	03, 09, 14, 20, 21, 24, 25	77154613	11-Apr-07		
TARYN ROSE	Registered	United States	18, 35	77155704	12-Apr-07	3359233	25-Dec-07
THE GREATEST LUXURY IS COMFORT	Allowed	United States	25, 35	77596223	20-Oct-08		
TARYN ROSE	Filed	United States	3, 4, 9, 14, 18, 20, 21, 24, 25, 27, 35	77917970	22-Jan-10		
TARYN ROSE (Stylized)	Filed	United States	3, 4, 9, 14, 18, 20, 21, 24, 25, 27, 35	77917976	22-Jan-10		