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TO:TANYA MARIE CURCIO COMPANY:235 PARK AVENUE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.107/04/2010
900166230

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:
RECEIVING PARTY DATA			
Name:	Mont D'or Of America, LLC		
Doing Business As:	DBA Alliance Time		
Street Address:	545 Broadway		
Internal Address:	3rd Floor		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11208		
Entity Type:	LIMITED LIABILITY COMPANY: <u>NEW YORK, NY</u>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2860736	SETH THOMAS	
CORRESPONDENCE DATA			
Fax Number:	(212)448-0020		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	tcurcio@riscf.com		
Correspondent Name:	Tanya Marie Curcio		
Address Line 1:	235 Park Avenue		
Address Line 2:	3rd Floor		
Address Line 4:	New York, NEW YORK 10003		
ATTORNEY DOCKET NUMBER:	ALLIANCE TIME		
NAME OF SUBMITTER:	Tanya Marie Curcio		
Signature:	/tmc/		

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REEL: 004242 FRAME: 0110

TO:TANYA MARIE CURCIO COMPANY:235 PARK AVENUE

Date:

07/04/2010

Total Attachments: 4

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TO:TANYA MARIE CURCIO COMPANY:235 PARK AVENUE

From:The Colibri Group

4019440945

04/23/2009 15:57

#182 P.020/030

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,

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TO:TANYA MARIE CURCIO COMPANY:235 PARK AVENUE

From:The Colibri Group

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#182 P.021/030

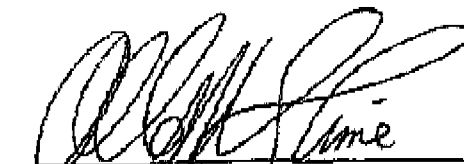
together with the good will of the business symbolized by the TORQ mark, shall be sold, assigned and transferred by Assignor to Assignee. Assignor shall not respond to or withdraw the TORQ application nor use the TORQ mark in connection with the goods and services listed thereon, nor otherwise interfere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

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TO:TANYA MARIE CURCIO COMPANY:235 PARK AVENUE

From:The Colibri Group

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#162 P.022/030

SCHEDULE A

MARKS

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TO:TANYA MARIE CURCIO COMPANY:235 PARK AVENUE

From: The Colibri Group

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COLIBRI CORPORATION
 Patent and Trademark Schedule
 LOT #14 - Seth Thomas

Trademark Registrations

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	
AUTOSET	U.S.	2946899	03 May 2005	Declaration of Use 5/3/2011 Renewal 5/3/2015
HOMESTEAD	U.S.	0696759	26 Apr 1960	Renewal 4/26/2010
LINDEN	U.S.	0746894	19 Mar 1963	Renewal 3/19/2013
LINDEN	Canada	0463154	06 Sep 1996	Renewal 9/6/2011
LINDEN	Hong Kong	751/1996	19 Sep 1994	Renewal 9/19/2015
LINDEN	Mexico	0475278	28 Sep 1994	Renewal 8/8/2014
MANAGER	U.S.	0700945	12 Jul 1960	Renewal 7/12/2010
S.T. (stylized)	U.S.	0068894	05 May 1908	Renewal 5/5/2018
SETH THOMAS	U.S.	2860736	06 July 2004	Declaration of Use 7/6/2010 Renewal 7/6/2014
SETH THOMAS	U.S.	0219268	12 Oct 1926	Renewal 10/2/2016
SETH THOMAS	Canada	0014217	01 May 1939	Renewal 5/1/2014
SETH THOMAS	European CTM	003023280	20 Jul 2005	Renewal 1/27/1813
SETH THOMAS	U.K.	0645889	15 Mar 1946	Renewal 3/15/2015

Trademark Registrations

(status of registrations not known)
 (type of goods covered not known)

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>
SETH THOMAS	Argentina	1743279
	Brazil	2231093
	China	0146616
	China	3016435
	Hong Kong	200500811
	Hong Kong	2001807158
	Italy	0414051
	Japan	4798395
	Korea	0060899
	Mexico	0630303
	New Zealand	B42772
	South Africa	97084494
	Switzerland	0385985
	Taiwan	0702803

TRADEMARK

RECORDED: 07/04/2010

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