

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
Providence Chain Co.		08/02/2010	CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Erwin Pearl, Inc.		
Street Address:	735 ALLENS AVENUE		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02888		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0736010	PROCHAIN	
Registration Number:	2360131	PC	
Registration Number:	1125146	PC	
Registration Number:	0736009	PROLITE	
Registration Number:	0736008	PROCHAIN	
CORRESPONDENCE DATA			
Fax Number:	(401)861-8210		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4018618223		
Email:	lr@psh.com		
Correspondent Name:	Lalitha Rao		
Address Line 1:	180 South Main Street		
Address Line 4:	Providence, RHODE ISLAND 02903		
ATTORNEY DOCKET NUMBER:	3627-1		

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**TRADEMARK
 REEL: 004254 FRAME: 0547**

NAME OF SUBMITTER:	Lalitha Rao
Signature:	/lalitha rao/
Date:	08/04/2010
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

ASSIGNMENT

I, Allan M. Shine, in my capacity as the duly appointed Permanent Receiver of Providence Chain Co. (the "Company"), by the authority vested in me by Order of the Providence County Superior Court of the State of Rhode Island entered on the 23rd day of July, 2010, in the receivership proceeding pending before that Court, docketed as P.B. No. 10-3300 (the "Order"), for good and valuable in consideration paid by or on behalf of Erwin Pearl, Inc., a New York corporation ("Assignee"), the receipt of which is hereby acknowledged, do hereby irrevocably convey and assign to Assignee, free and clear of all liens, security interests, mortgages, encumbrances, claims, and interests, but expressly subject to the rights and interests, including intellectual property interests, if any, of third parties, all of my right, title and interest as said Permanent Receiver in and to all intellectual property of the Company, including without limitation, all software utilized by the Company in its business operations, all tradenames, trademarks, service names, service marks, patents, copy rights, trade secrets, processes, know how, customer programs and data, pricing information, marketing information, customer lists and information (including customer names, contact information, sales history, and contracts and programs for each customer), domain names, e-mail addresses, telephone and facsimile numbers to the extent transferable, and catalogs, and vendor information (collectively the "Intellectual Property"), the same and the rights of Assignor hereafter to be held and enjoyed by Assignee in perpetuity for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same was held and enjoyed by Providence Chain Co. if this Assignment and sale had not been made. Intellectual Property shall also include the federally registered trademarks as provided in the attached Exhibit A.

This Assignment is made without any representations or warranties whatsoever, including but not limited to, any representations or warranties concerning title, ownership, enforceability, validity, non-infringement, quality, existence, registration, or any other aspects of the Intellectual Property.

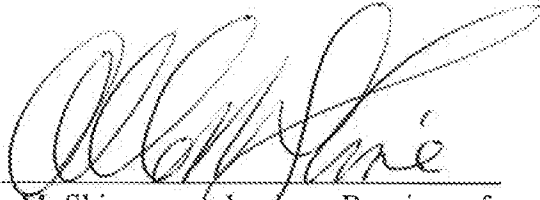
The Permanent Receiver of the Company and Assignee agree, without further consideration, to execute and deliver to the other party, such additional instruments as said party may from time to time reasonably request in order to evidence the assignment of the Intellectual Property, as specified in this Assignment and consistent with the Order and Offer attached thereto.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Rhode Island, without giving effect to its principles of conflicts of law.

Notwithstanding anything herein to the contrary, the person executing this instrument in his representative capacity as Receiver shall not be personally liable.

IN WITNESS WHEREOF, the party hereto, has executed this Assignment on the 2nd day of August, 2010.



Allan M. Shine, as and only as Receiver of Providence Chain Co., and not individually

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE




On this 2nd day of August, 2010, before me personally appeared Allan M. Shine, in his capacity as Receiver of Providence Chain Co., the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of the identified corporation in his capacity as Receiver of said corporation.



Notary Public Diane Fink, Notary Public
My Commission Expires: 9/20/2013

EXHIBIT A

Schedule of Trademarks

Trademark	Registration#	Registration Date
PROCHAIN	736010	1962-08-14
	2360131	2000-06-20
	1125146	1979-09-18
PROLITE	736009	1962-08-14
	736008	1962-08-14