

**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>
RC Capital LLC		11/10/2010	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RC Licensing LLC		
<b>Street Address:</b>	195 Carter Drive, Suite 568A/B		
<b>City:</b>	Edison		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08817		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2361325	CHERESKIN	
Registration Number:	2098372	CHERESKIN	
Registration Number:	2074271	CHERESKIN	
Registration Number:	1167426	RON CHERESKIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(716)849-0349		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(716) 856-4000		
<b>Email:</b>	ksuzan@hodgsonruss.com		
<b>Correspondent Name:</b>	Kenneth D. Suzan		
<b>Address Line 1:</b>	Hodgson Russ LLP		
<b>Address Line 2:</b>	140 Pearl Street, Suite 100		
<b>Address Line 4:</b>	Buffalo, NEW YORK 14202		
<b>ATTORNEY DOCKET NUMBER:</b>	RC LICENSING		

**CH \$115.00 2361325**

**900177091**

**TRADEMARK  
 REEL: 004415 FRAME: 0055**

NAME OF SUBMITTER:	Kenneth D. Suzan
Signature:	/Kenneth D. Suzan/
Date:	11/10/2010
<b>Total Attachments: 4</b> source=RC Licensing - Trademark Assignment (US)#page1.tif source=RC Licensing - Trademark Assignment (US)#page2.tif source=RC Licensing - Trademark Assignment (US)#page3.tif source=RC Licensing - Trademark Assignment (US)#page4.tif	

Trademark Assignment (U.S.)

THIS TRADEMARK ASSIGNMENT, effective as of November 10, 2010, is made between RC Capital LLC, a New York limited liability company, located at 1370 Broadway, Suite 1107, New York, New York 10018 (the "Assignor,") and RC Licensing LLC, a New Jersey limited liability company, located at 195 Carter Drive, Suite 568A/B, Edison, New Jersey 08817 (the "Assignee").

WHEREAS, Assignor is the owner of certain right, title and interest in and to the trademarks shown on Schedule A hereto, including without limitation all registrations and applications for registration shown on Schedule A hereto (such trademarks, registrations and applications, collectively, the "Trademarks"); and

WHEREAS, Assignor and JEM International, Inc., a New Jersey corporation, located at 195 Carter Drive, Suite 568A, Edison, New Jersey 08817 ("JEM") entered into a certain Trademark Purchase and Assignment Agreement (the "Definitive Agreement") on October 12, 2010; and

WHEREAS, JEM assigned all of its right, title and interest in the Definitive Agreement to Assignee pursuant to an Assignment and Assumption Agreement dated October 31, 2010 pursuant to which, among other things, the Assignor and Assignee are to execute and deliver this Trademark Assignment in connection with the closing of the transactions contemplated thereunder.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor did and hereby does sell, assign, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks being assigned, in the United States of America (including its territories, possessions, and military installations).

Assignor hereby agrees that after the date hereof it shall execute and/or deliver such additional or other documents and instruments, and do such additional or other acts and things as may be required or reasonably requested by Assignee to give effect to the provisions of this Trademark Assignment and to vest, perfect, confirm, record or otherwise reflect or give effect to Assignee's title in or title to the Trademarks as set forth above.

Assignor and Assignee agree that (a) this Trademark Assignment is being delivered in connection with the closing of the transactions contemplated by the Definitive Agreement and is subject to the terms and conditions thereof, and (b) no representations and warranties are being provided by Assignor relating to the Trademarks, the transfer thereof or otherwise, other than as set forth in the Definitive Agreement, and all other representations and warranties (whether express, implied, statutory or otherwise) are hereby disclaimed. In the event of any conflict, ambiguity or inconsistency between the terms and conditions of the Definitive Agreement and the terms and conditions hereof, the terms and conditions of the Definitive Agreement shall govern.

{Signature page follows.}

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed.

ASSIGNOR:

RC CAPITAL LLC

Dated: November 10, 2010

By: \_\_\_\_\_

Name: *Joseph Gabbay*  
Title: *Managing Member*

ASSIGNEE:

RC LICENSING LLC

Dated: November 10, 2010

By: \_\_\_\_\_

Name: *MARTIN ERANE*  
Title: *MEMBER*

**Schedule A**  
Domestic Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>	<u>CLASS</u>
C H E @ E S K I N	2361325	USA	25
RON CHERESKIN [Word Mark]	2098372	USA	25
RON CHERESKIN [Word Mark]	2074271	USA	25
RON CHERESKIN [Word Mark]	1167426	USA	25