

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 as the Receiver for Colibri Corporation		03/25/2009	TRUSTEE: RHODE ISLAND
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:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2992323	COLIBRI	
Registration Number:	3047081	BEAM SENSOR	
Registration Number:	3205796	COLIBRI	
Registration Number:	1299484	COLIBRI	
Registration Number:	1263564	COLIBRI	
Registration Number:	0614158	COLIBRI	
Registration Number:	0068894	S.T.	
Registration Number:	0219268	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:	trademark@rlscf.com		

OP \$215.00 2992323

Correspondent Name: Peter A. Fields
Address Line 1: Ritholz Levy Sanders Chidekel & Fields
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/
Date:	07/07/2011

Total Attachments: 10

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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

SCHEDULE A

MARKS

COLIBRI CORPORATION
Patent and Trademark Schedule
LOT #24 - 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 10/12/2016
SETH THOMAS	Canada	0014217	01 May 1939	Renewal 5/1/2014
SETH THOMAS	European CTM	003023280	20 Jul 2005	Renewal 1/27/1013
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	2001B07158
	Italy	0414051
	Japan	4798395
	Korea	0060899
	Mexico	0630303
	New Zealand	B42772
	South Africa	97084494
	Switzerland	0385985
	Taiwan	0702803

COLIBRI CORPORATION
Patent and Trademark Schedule
LOT #16 - Colibri

Trademark Registrations

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	
<u>(Colibri Flame)</u>				
COLIBRI	U.S.	0441305	16 Nov 1948	Renewal GRACE EXPIRES 5/16/2009
COLIBRI (Stylized)	U.S.	0442064	08 Feb 1949	Renewal GRACE EXPIRES 8/8/2009
COLIBRI	U.S.	0614158	18 Oct 1955	Renewal 10/18/2015
COLIBRI	U.S.	3205796	06 Feb 2007	Declaration of Use 2/6/2013 Renewal 2/6/2017
COLIBRI	Australia	0108122	12 Nov 1951	Renewal 11/12/2017
COLIBRI	Australia	0151188	20 Oct 1958	Renewal 10/20/2017
COLIBRI	Australia	0151190	20 Oct 1958	Renewal 10/20/2017
COLIBRI	Canada	0038674	21 Dec 1950	Renewal 12/21/2010
COLIBRI	France	1245865	22 Sep 1983	Renewal 8/22/2013
COLIBRI	France	1606257	26 Jul 1990	Renewal 7/26/2010
COLIBRI	Germany	39843036	12 Nov 1998	Renewal 7/30/2018
COLIBRI	Germany	0762251	07 Jun 1962	Renewal 12/31/2018
COLIBRI	Mexico	0101793	14 Oct 1960	Renewal 8/1/2010
COLIBRI	U.K.	0529725	25 Feb 1932	Renewal 2/25/2012
COLIBRI	U.K.	0629960	17 Jun 1944	Renewal 6/17/2017
COLIBRI (Stylized)	U.K.	0808951	03 Aug 1960	Renewal 8/3/2015
<u>(Colibri Other)</u>				
BEAM SENSOR	U.S.	3047081	17 Jan 2006	Declaration of Use 1/17/2012 Renewal 1/17/2016
DUAL-FLAME	U.S.	0999129	26 Nov 1974	Renewal 11/26/2014
DUAL-FLAME	Canada	0224642	09 Dec 1977	Renewal 12/9/2022
EDGE	U.S.	2795887	16 Dec 2003	Declaration of Use 12/16/2009 Renewal 12/16/2013
ELECTRO-FLAME	U.S.	1823877	22 Feb 1994	Renewal 2/22/2014
ELECTRO-FLAME	Canada	0444558	30 Jun 1995	Renewal 6/30/2010
ELECTRO-QUARTZ	U.S.	0966375	21 Aug 1973	Renewal 8/21/2013
ELECTRO-QUARTZ	Canada	0192383	29 Jun 1973	Renewal 6/29/2018

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MONDOR	U.K.	1022108	12 Dec 1973	Renewal 12/12/2014
PIPETTE	U.S.	1383640	18 Feb 1986	Renewal 2/18/2016
QUANTUM	U.S.	1459465	29 Sep 1987	Renewal 9/29/2017
RELOAD	U.S.	3538191	25 Nov 2008	Declaration of Use 11/25/2014 Renewal 11/25/2018
STILETTO	U.S.	2938697	04 May 2005	Declaration of Use 5/4/2011 Renewal 5/4/2015
THE DEUCE	U.S.	2826155	23 Mar 2004	Declaration of Use 3/23/2010 Renewal 3/23/2014
TRANZPACK	U.S.	3229947	17 Apr 2007	Declaration of Use 4/17/2013 Renewal 4/17/2017
TRI-CUTTA	U.S.	3077147	04 Apr 2006	Declaration of Use 4/4/2012 Renewal 4/4/2016
XTREME	U.S.	2161893	02 Jun 1998	Renewal 6/2/2018
<u>(Colibri Watches)</u>				
CX GEAR	U.S.	2758038	02 Sep 2003	Declaration of Use 9/2/2009 Renewal 9/2/2013
<u>(Colibri Jewelry)</u>				
COLIBRI (stylized)	U.S.	1113559	20 Feb 1979	Renewal GRACE EXPIRES 8/20/2009
COLIBRI	U.S.	1263564	10 Jan 1984	Renewal due 1/10/2014
COLIBRI	U.S.	2992323	06 Sep 2005	Declaration of Use 9/6/2011 Renewal 9/6/2015
COLIBRI	Australia	0151189	20 Oct 1958	Renewal 10/20/2017
COLIBRI	Germany	640725	29 Jun 1953	Renewal 6/4/2012
COLIBRI	Mexico	0277154	22 Jul 1982	Renewal 6/1/2012
COLIBRI	U.K.	0734762	06 Oct 1954	Renewal 10/6/2013
<u>(Colibri Clothing)</u>				
COLIBRI (stylized)	U.K.	1340216	31 Mar 1988	Renewal 3/31/2015

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(Colibri Misc.)

Design Misc. (lion/bird logo)	UK	0909289	10 May 1967	Renewal 5/10/2012
KREISLER	Japan	0808856	26 Feb 1969	Renewal 2/27/2009 grace expires 8/27/2009
KREISLER	Japan	1715849	26 Sep 1984	Renewal 9/26/2014
M-STICK	U.S.	3131491	15 Aug 2006	Declaration of Use 8/15/2012 Renewal 8/15/2016 Renewal 8/15/2016

(Colibri Electronics)

COLIBRI	U.K.	0755680	13 Jul 1956	Renewal 7/13/2015
COLIBRI	U.K.	1113278	26 Apr 1979	Renewal 4/26/2010

(Colibri Leather Goods)

COLIBRI (stylized)	U.K.	1113466	30 Apr 1979	Renewal 4/30/2010
COLIBRI	U.K.	2325492	05 Mar 2003	Renewal 3/5/2013

(Colibri Pens/Pencils)

COLIBRI	U.S.	1299484	09 Oct 1984	Renewal 10/9/2014
COLIBRI	France	1565649	10 Oct 1988	Renewal GRACE EXPIRES 4/9/2009
COLIBRI	Mexico	0277206	26 Jul 1982	Renewal 6/1/2012
COLIBRI	U.K.	0684104	21 Nov 1949	Renewal GRACE EXPIRES 5/21/2009
COMOY'S	U.K.	1499819	06 May 1992	Renewal 5/6/2009 Grace Expires 11/6/2009
GEMINI	U.S.	3162730	24 Oct 2006	Declaration of Use 10/24/2012 Renewal 10/24/2016
KREISLER	U.S.	1739785	15 Dec 1992	Renewal 12/15/2012

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LOT #16 - Colibri

Pending Intent-To-Use Trademark Application

TORQ	U.S.	SN 78/913225	21 Jun 2006	published for opposition 2/10/09 need to check NOA status
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Trademark Registrations**Single Registration Covering Multiple Classes of Goods**

Mark	Country	Reg. No.	Reg. Date	Status/Renewal
COLIBRI summary of goods: watches, clocks, jewelry, cases, pens and pencils, leather goods, smokers items, electronics	Canada	288943	16 Mar 1984	Renewal 3/16/2014
COLIBRI class 16, writing instruments; class 18, leather goods; class 34 smokers items	European CTM	003139938	17 Mar 2006	Renewal 4/17/2013
COLIBRI class 4, fuel for lighters; class 11, apparatus for lighting... grill and candle lighters; class 14, watches, clocks, jewelry	European CTM	004957577	08 Feb 2007	Renewal 3/14/2016
COLIBRI class 11, lighting apparatus; class 14, jewelry; and class 34, smokers items	Germany	634342	18 Feb 1953	Renewal 7/18/2010
COLIBRI summary of goods: watches, clocks, jewelry, cases, pens and pencils, leather goods, smokers items, electronics	Germany	1094830	30 Jun 1995	Renewal 6/20/2015
COLIBRI summary of goods: jewelry, cutlery, spittoons, pens and pencils	U.K.	0529724	15 Feb 1932	Renewal 2/25/2012

Trademark Registrations

status of registrations not known
type of goods covered not known

Mark	Country	<u>Reg. Numbers</u>				
COLIBRI	Argentina	1620239				
	Benelux	0010548				
	Brazil	2958171				
	China	1120052	1122608	1127495		
	Czech Republic	0219881				
	Denmark	VG 1959 01414		VR 1959 01414		
	Ecuador	180/67				
	Finland	0034443	0075619			
	Hong Kong	1956/915	1959/317	1959/318	1980/742	1980/1896

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Hong Kong (cont.)	1980/1897				
Ireland	0059913	0059914	0060800		
Israel	0013607	0019661	0019662		
Italy	0623186	0724477	0846930	0868164	
Japan	0490337	1230630	1570036	1872108	
Jordan	0021759				
Korea	0121647	0122887	0215929		
Malaysia	M/30470				
Netherlands Antilles	0011155				
Norway	0041874	0053215			
Panama	0075565				
Paraguay	0192673				
Peru	0115174	0119364			
Portugal	0155065	0155655	0158861		
Russia	0201367				
Saudi Arabia	509/93	509/94	758/19		
Singapore	T73/58418Z				
South Africa	2889/51	3306/58/1	3306/58/2	3306/58/3	
Spain	0378318	0733974			
Sweden	0072493				
Switzerland	0389636				
Taiwan	0206081	0206191	0207314	0208347	0391672
Turkey	0126210				
United Arab Emirates	0031211	0031238	003123 9		
Uruguay	0286557				
Venezuela	F-166643				
COLIBRI & Lion/Hummingbird logo					
China	0921085				
Korea	0315080	0316584	0326446	0335858	0334695
Taiwan	0387134				
Design Misc. (lion/bird logo)					
Korea	0316584				
COLIBRI (stylized w/flame)					
Korea	0257924				
Switzerland	0392826				
COLIBRI LONDON & Design					
Singapore	T86/025772				
Turkey	0095448				

COLIBRI CORPORATION
Patent and Trademark Schedule
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COLID'OR (stylized)
Japan 2171522

MONOGAS
Hong Kong B132/62

Domaine Names

colibri.com
COLIBRIINTERNATIONAL.BIZ
THECOLIBRIGROUPINC.BIZ
THECOLIBRIGROUPINC.ORG
COLIBRIINTERNATIONAL.ORG
CXGEAR.ORG
CXGEAR.BIZ

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