

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
Janel Russell Designs, Inc.		10/13/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Richline Group, Inc.		
Street Address:	115 South MacQuesten Parkway		
City:	Mount Vernon		
State/Country:	NEW YORK		
Postal Code:	10550		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2408995		
Registration Number:	2519248	MOTHER AND CHILD BY JANEL RUSSELL	
Registration Number:	2544351		
CORRESPONDENCE DATA			
Fax Number:	(208)988-3912		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	velliot@tampabay.rr.com		
Correspondent Name:	Victoria Elliot		
Address Line 1:	132 Sands Point Drive		
Address Line 4:	Tierra Verde, FLORIDA 33715		
NAME OF SUBMITTER:	Victoria Elliot		
Signature:	/Victoria Elliot/		
Date:	10/22/2009		

OP \$90.00 2408995

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made effective this 13th day of October 2009 by JANEL RUSSELL DESIGNS, INC., a Delaware corporation with its principal place of business at 2866 Middle Street, St. Paul, Minnesota 55117 ("Assignor"), in favor of RICHLINE GROUP, INC., a Delaware corporation with its principal place of business at 115 South MacQuesten Parkway, Mount Vernon, New York 10550 ("Assignee").

WHEREAS, Assignor has adopted, used and is using all of the trademarks and service marks as applied for and/or registered with the United States Patent and Trademark Office as listed on Schedule A annexed hereto and all common law rights associated therewith (the "Marks"); and


WHEREAS, Assignor desires to assign all the right, title and interest of Assignor in and to the Marks together with the goodwill of the business symbolized by the Marks to Assignee, and Assignee desires to accept such assignment in accordance herewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set unto Assignee all right, title and interest of Assignor in and to the Marks, together with the good will of the business symbolized by the Marks, including but not limited to 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 or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, as well as all rights to sue and recover damages for past, present or future infringements or misappropriations thereof.

Assignor and its successors and assign shall execute and deliver to Assignee any reasonably necessary further documents and instruments and shall take any reasonable further actions which may be necessary to effect the foregoing assignment or the recordation or perfection thereof at Assignee's expense. This Assignment may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives effective on the date first above written.


JANEL RUSSELL DESIGNS, INC.

By: 
Janel Russell, President



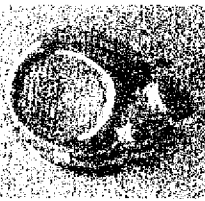

RICHLINE GROUP, INC.

By: 
Dennis Ulrich, Chief Executive Officer




AGREEMENTS
 between
RICHLINE GROUP, INC. ("Richline"),
JANEL RUSSELL DESIGNS, INC. ("JRD") and
KIRCHNER CORPORATION ("Kirchner")
SCHEDULE A
JRD'S INTELLECTUAL PROPERTY

Name of Trademark or Copyright	Registration No.	Trademark Goods	Image	Deadlines
Mother and Child	U.S. Reg. No. 2,408,995	Sculptures, statuaries and statues made of precious metal; jewelry; decorative boxes made of precious metal; music boxes made of precious metal; picture frames made of precious metal; baby cups made of precious metal; baby hair brushes and combs made of precious metal; bowls made of precious metal; dishes made of precious metal; ornaments made of precious metal not including Christmas tree ornaments.		Renewal – 11/28/2010
MOTHER AND CHILD BY JANEL RUSSELL	U.S. Reg. No. 2,519,248	Candy.	Word mark—no image.	

AGREEMENTS
 between
RICHLINE GROUP, INC. ("Richline"),
JANEL RUSSELL DESIGNS, INC. ("JRD") and
KIRCHNER CORPORATION ("Kirchner")
SCHEDULE B
JRD'S INTELLECTUAL PROPERTY

Name of Trademark or Copyright	Registration No.	Trademark Goods	Image	Deadlines
Mother and Child	U.S. Reg. No. 2,544,351	Paper and paper products, namely gift cards, announcements, baby books and stationary.		Renewal Deadline - 3/15/2012
Mother and Kitty	VAu 349-467			
Mother and Children Pendant	VAu 565-083			
Mother and Child Earrings	VA 520-145			

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SCHEDULE B
JRD'S INTELLECTUAL PROPERTY

Name of Trademark or Copyright	Registration No.	Trademark Goods	Image	Deadlines
Mother and Child	VAu 23-358			
Mother and Child Ring	VA 520-146			
Mother and Child Heart Pendant	Not Registered			
Domain Name				