

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
Diana Heimann		04/28/2011	INDIVIDUAL:
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3725610	KALEIDOSCOPE	
CORRESPONDENCE DATA			
Fax Number:	(208)988-3912		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7276986933		
Email:	velliott@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:	06/29/2011		
Total Attachments: 1 source=Kaleidoscope TM Assignment0001#page1.tif			

OP \$40.00 3725610

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made this 28th day of April 2011 by DIANA HEIMANN, an individual with an address at 28 Wrights Mill Road, Armonk, New York 10504 ("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 the trademark "KALEIDOSCOPE" as registered with the United States Patent and Trademark Office under Registration No. 3725610 and all common law rights associated therewith (the "Mark"); and

WHEREAS, Assignor desires to assign all the right, title and interest of Assignor in and to the Mark together with the goodwill of the business symbolized by the Mark 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 Mark, together with the good will of the business symbolized by the Mark, including but not limited to any registrations and applications therefore, 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 shall promptly cease all use of the Mark and agrees not to apply to register any mark confusingly similar thereto under the laws of the United States or any foreign country.

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.



DIANA HEIMANN

RICHLINE GROUP, INC.

By: 
Mark Hanna, Chief Marketing Officer

TRADEMARK