

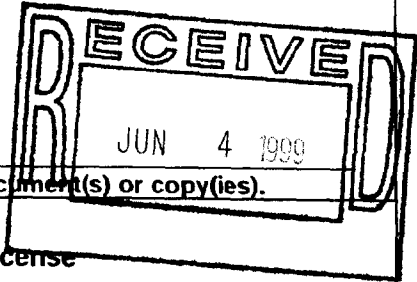
06-08-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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U.S. Department of Commerce
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6.4.99

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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
4 / 26 / 99

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
4 / 26 / 99

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

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- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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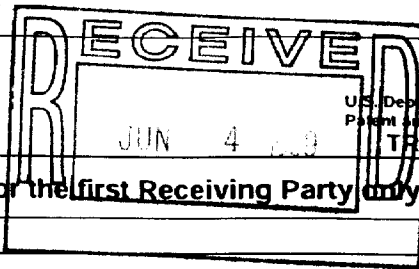
06/07/1999 NTHA11 00000136 1824701

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Enter for the first Receiving Party only

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

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Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Alan S. Nemes

Name of Person Signing

Signature

June 1, 1999

Date Signed

TRADEMARK ASSIGNMENT

Matter No. 715982.3

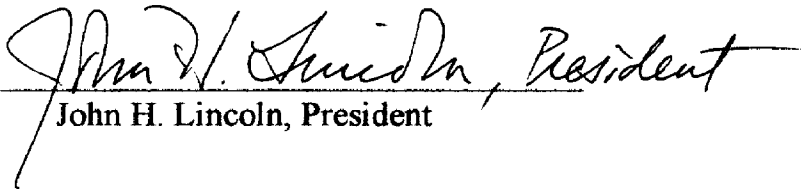
WHEREAS, SHIRTS ILLUSTRATED, INC. a California corporation, having a place of business at 1482 East Valley Drive, Suite 221, Santa Barbara, California 93108 (hereinafter "Assignor") has adopted, used, and is using the mark DIGIPRINT (hereinafter referred to as "the said Mark"), registered in the United States Patent and Trademark Office as set forth on the attached Schedule A; and

WHEREAS, SHIRTS ILLUSTRATED, LLC, a Missouri Limited Liability Company, having a place of business at 1964 Innerbelt Business Center Drive, St. Louis, Missouri 63114 (hereinafter "Assignee") is desirous of acquiring any and all right that Assignor may have in and to the said Mark and the registration therefor, together with the goodwill of the business in connection with which the said Mark is used and which is symbolized by the said Mark, along with the right to recover for damages and profits for past, present and future infringements thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee all right, title and interest in and to the said Mark in the United States and all foreign countries and the registration therefor for the United States and throughout the world together with all applications, registrations and common law rights therefor and thereto and the goodwill of the business in connection with which the said Mark is used and which is symbolized by the said Mark, and all income, royalties, fees, damages and payments now and hereinafter due or payable in respect thereto, and in and to all causes of action (either in law or equity) and the right to enforce all rights and file any causes of action including the right to enforce all rights and file any causes of action including the right to recover for damages and profits for past, present and future infringements or

misappropriations thereof; Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to make a record with any and all governmental agencies, authorities, courts, tribunals or third parties of the fact that Assignee owns all right, title and interest in and to said Mark, and any and all goodwill associated therewith; that Assignor no longer has any right, title or interest, of any kind or nature, in or to said Mark, and that Assignee is the successor to the business of Assignor, or portion thereof, to which the said Mark pertains, and/or vest all Assignor's rights, title and interest in and to said Mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

SHIRTS ILLUSTRATED, INC.

By:  John H. Lincoln, President

Effective as of: April 26, 1999

SCHEDULE A

Registrant: SHIRTS ILLUSTRATED, INC., a California corporation

Registration No.: 1,824,701

Registration Date: March 1, 1994

Mark: DIGIPRINT

International Class: 42