



102036227

To the Honorable Commissioner of Patents, Trademarks and Copyrights, U.S. Department of Commerce, Patent and Trademark Office, Washington, DC 20513-0001. 102036227 Attached original documents or copy thereof

1. Name of Conveying Party(ies):
Nationwide Formalwear, Inc.
3-29-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of **Pennsylvania**
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: **After Hours, Inc.**
 Street Address: **1105 North Market Street, Suite 1408**
 City: **Wilmington** State: **DE** Zip: **19801**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 Other _____

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **March 19, 2002**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No **N/A**
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
See attached Exhibit 1
 A. Trademark Application No.(s) **N/A**
 Additional numbers attached? Yes No

B. Trademark registration No.(s)
See attached Exhibit 1
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Sarah J. Westover**
c/o The May Department Stores Company
 Street Address: **611 Olive St., Suite 1750**
 City: **St. Louis** State: _____ ZIP: **63101**

6. Total number of ~~applications and~~ registrations involved. [**4**]

7. Total fee (37 CFR 3.41). \$ **115**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

03/29/2002 DBYRNE 00000232 1924243
 01 FC:481 40.00 DP
 02 FC:482 75.00 DP

DO NOT USE THIS SPACE

9. 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.

Jane A. Crane, Asst. Secretary Jane A. Crane 3/19/02
 Name of Person Signing Signature Date
After Hours, Inc.

Total number of pages comprising cover sheet [**3**]

EXHIBIT 1

Mark/Class	Reg. Date	Reg. No.	Good/Services
Exclusive Premier Designs EPD & Design 42	10/3/95	1,924,243	[Rental]*Retail* store services featuring formalwear clothing; and rental of formalwear clothing.
Nationwide Formalwear, Inc. 42	2/21/89	1,526,231	Retail and wholesale store and rental services in the field of formal wear and accessories therefor.
Premier Tuxedo Shoppe and Design 35, 42	6/15/99	2,254,205	Retail and wholesale store services and on-line retail services in the field of tuxedos, formal wear and related accessories for adults, children and infants (35); & Rental of tuxedos, formal wear and related accessories for adults, children and infants (42).
Smalls Formal Wear 42	12/27/88	1,518,539	Retail and wholesale store and rental services in the field of formal wear and accessories therefor.

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ASSIGNMENT

WHEREAS, NATIONWIDE FORMALWEAR, INC., a Pennsylvania corporation, located and doing business at 4444 Shackleford Road, Norcross, GA 30093 (referred to herein as "Nationwide") has adopted and used the trademarks (referred to as "Trademarks" as listed on Exhibit 1) in commerce in the United States;

WHEREAS, AFTER HOURS, INC., a Delaware corporation, located and doing business at 1105 North Market Street, Suite 1408, Wilmington, DE 19801 (referred to herein as "After Hours") is desirous of acquiring said Trademarks, the good will, the related domain name and any and all rights and claims relating to said Trademarks;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, Nationwide has assigned, effective March 19, 2002 (the "Effective Date"), unto After Hours, its successors and assigns, all of its right, title and interest in and to the Trademarks (as listed on Exhibit 1 attached hereto), together with the goodwill symbolized by the Trademarks, the related domain names(s), any applications for registration or registration of the Trademarks, and all rights and remedies for any infringement of the Trademarks. Nationwide further assigns to After Hours, its successors and assigns, all rights arising out of Nationwide's use of the Trademarks prior to the date of this Assignment, and all rights arising out of Nationwide's use of the Trademarks under any license from After Hours after the date of this Assignment.

IN WITNESS WHEREOF, NATIONWIDE FORMALWEAR, INC. has caused this Assignment to be executed as of this 19th day of March, 2002 to be effective as of the Effective Date.

NATIONWIDE FORMALWEAR, INC.

By: *Richard A. Brickson*

Name: Richard A. Brickson

Title: Vice President & Secretary

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

On the 19th day of March, 2002 before me personally came RICHARD A. BRICKSON, to me known, who, being by me duly sworn, did depose and say that he is the Vice President and Secretary of Nationwide Formalwear, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Sarah Jane Westover
Notary Public

My Commission Expires: _____

SARAH JANE WESTOVER
Notary Public — Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: August 10, 2003

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