

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
N.S. Apparel, Inc.		03/10/2004	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gear 7, LLC		
<b>Street Address:</b>	9137 S. Crandon Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60617		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2830578	GEAR 7	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)715-6275		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212.548.7003		
<b>Email:</b>	hbart@mcguirewoods.com		
<b>Correspondent Name:</b>	Hollis G. Bart		
<b>Address Line 1:</b>	1345 Avenue of the Americas		
<b>Address Line 2:</b>	7th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10105		
<b>ATTORNEY DOCKET NUMBER:</b>	2041827-0001		
<b>NAME OF SUBMITTER:</b>	Carrie P. Smith		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT

N.S. Apparel, Inc., a corporation duly organized and existing under the laws of the State of California ("Assignor"), desires to transfer to Gear 7, LLC all of its rights and interests in the Gear 7 trademark depicted on Schedule A attached hereto (the "Mark"), together with all goodwill developed in such Mark (the "Goodwill"). Gear 7, LLC, a Delaware limited liability company ("Assignee"), desires to acquire the Mark, together with the Goodwill, pursuant to the terms of this Agreement.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor agrees to assign and hereby assigns and transfers to Assignee and its successors and assigns all of Assignor's right, title, and interest in and to the Mark, along with the associated Goodwill, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of Assignee's parent, subsidiary and affiliated companies, successors, assigns, licensees and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made. Without limitation of the foregoing, the rights hereby assigned to Assignee include Assignor's rights in the application to register the Mark, identified by United States Serial Number 76403936. Assignor shall not, at any time, contest the validity of the Mark or the Goodwill, or take any action that would impair the value of the Mark or the Goodwill, including without limitation, challenging Assignee's sole and exclusive ownership of the Mark or Goodwill.

2. Assignor hereby represents and warrants that (a) it is authorized to enter into this agreement; (b) it is the sole and exclusive owner of the Mark and all Goodwill as of the date of the assignment; (c) this agreement and the exercise by Assignee of the rights transferred to it hereunder does not violate the terms of any agreement, order, stipulation, understanding or other arrangement to which Assignor is bound; and (d) it is not aware of any claim by any third party, other than Chris Christmas, contesting Assignor's ownership of the Mark or Goodwill or that the exercise of the rights transferred hereunder would violate the rights of any such third party.

3. Assignor agrees to execute any other documents or to provide any further materials or documentation necessary in order to fulfill the provisions of or the purpose of this Assignment or to substantiate Assignee's use and ownership of the Mark and the Goodwill.

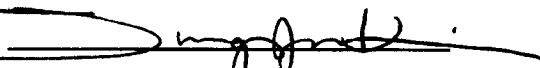
4. This Assignment is binding upon the parties and their respective, successors, assigns, trustees, and representatives.

IN WITNESS WHEREOF, Assignor has executed this Assignment, to be effective as of the 10<sup>th</sup> day of March, 2004.

N.S. APPAREL, INC.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

  
\_\_\_\_\_ Mike Kim

**SCHEDULE A**  
**Trademark**



Serial No. 76403936

International Classes 22, 25 and 39.