

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Knights Apparel, LLC		07/30/2004	LTD LIAB JT ST CO: NEVADA

RECEIVING PARTY DATA	
Name:	Knights Apparel, Inc.
Street Address:	2221 Camden Court
Internal Address:	Suite 390
City:	Oak Brook
State/Country:	ILLINOIS
Postal Code:	60523-2241
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Serial Number:	76329177	DIG DOWN DEEP
Registration Number:	2853077	ACTIVE BY KNIGHTS APPAREL
Registration Number:	2752465	DRI-EDGE
Registration Number:	2754250	GYM-DRI
Registration Number:	2625641	ACTIVE BY KNIGHTS ATHLETICS
Registration Number:	2019394	PRO EDGE
Registration Number:	1774783	GYM EQUIPMENT
Registration Number:	1750216	IRON KNIGHTS
Serial Number:	78292746	A

CORRESPONDENCE DATA	
Fax Number:	(215)981-4750
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215 981 4604
Email:	pachmant@pepperlaw.com
Correspondent Name:	Tracey S. Pachman

OP \$240.00 76329177

Address Line 1: Eighteenth & Arch Streets
Address Line 2: 3000 Two Logan Square
Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:

112823.23

NAME OF SUBMITTER:

Tracey S. Pachman

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made effective as of the 30th day of July, 2004, by Knights Apparel, LLC, a Nevada limited liability company ("*Assignor*"), for the benefit of Knights Apparel, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor is the owner of the trademarks described in Exhibit A ("*Trademarks*"), the business to which the Trademarks pertain and the goodwill of the business associated therewith; and

WHEREAS, pursuant to an Asset Purchase Agreement dated as of the date hereof, between Assignor and Assignee, Assignor transferred to Assignee, *inter alia*, the Trademarks, the portion of the business to which the Trademarks pertain as required by 15 U.S.C. § 1060 and the goodwill of the business associated therewith; and

WHEREAS, Assignor and Assignee desire to further document such transfer pursuant to this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the portion of the business to which they pertain and the goodwill of the business associated therewith and symbolized thereby, and any registrations thereof and applications therefor, including the right to sue for past infringement, if there may be any (collectively, the "*Property*").

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and as appropriate and the corresponding officials of the several states, to record Assignee as the owner of and/or to issue to Assignee in accordance with this instrument all registrations having to do with the Property and all applications for any of the same.

Assignor agrees to cooperate with Assignee in order to carry out the intent of this Assignment and to take such further action and to execute such further documents and instruments as may, in Assignee's reasonable judgment, be necessary in order to evidence Assignee's ownership of the Property, at the sole expense of Assignee, including, without limitation, completing, executing and filing with the appropriate entity, all documentation necessary to evidence Assignee's ownership of the Trademarks.

This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the State of Delaware.

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and are for the sole benefit of the parties hereto and their respective successors and permitted assigns. Such covenants and agreements shall not be construed as conferring and are not intended to confer any rights or benefits on any other person.

This Assignment may be executed in two or more counterparts and by facsimile, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, and all of which shall constitute one and the same agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Trademark Assignment as of the date first above written.

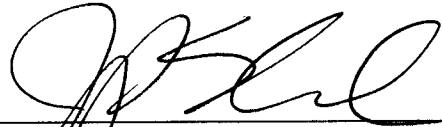
KNIGHTS APPAREL, LLC

KNIGHTS APPAREL, INC.

By: _____

Name:

Title:

By:  _____

Name: *John P. Shoemaker*

Title: *President*

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Trademark Assignment as of the date first above written.

KNIGHTS APPAREL, LLC

KNIGHTS APPAREL, INC.

By: _____
Name: _____
Title: _____

Joe B...
Joe B...
CEO

By: _____
Name: _____
Title: _____

EXHIBIT A

<i>Mark, Serial No. and Status</i>	<i>Serial Number/ Registration Number</i>	<i>Date Filed/ Date Registered</i>
A (and Design)	78/292,746	08/27/03
DIG DOWN DEEP	76/329,177	10/24/01
ACTIVE BY KNIGHTS APPAREL	76/522,631	06/09/03
DRI-EDGE	2,752,465	08/19/03
GYM-DRI	2,754,250	08/19/03
ACTIVE BY KNIGHTS ATHLETICS	2,625,641	09/24/02
PRO EDGE	2,019,394	11/26/96
GYM EQUIPMENT	1,774,783	06/01/93
IRON KNIGHTS	1,750,216	02/02/93