

**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
Wells Fargo Century, Inc.	Century Business Credit Corporation	08/16/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	AHG Licensing, Inc.
Street Address:	1411 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10174
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	75549507	DNA FIBERGENICS IT'S IN YOUR GENES
Registration Number:	2127046	DIRECTIVE SPORTS
Registration Number:	2090488	DIRECTIVES
Registration Number:	2089412	DIRECTIVE SPORTS

CORRESPONDENCE DATA	
Fax Number:	(212)704-6288
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2127046000
Email:	kzielaznicki@jenkens.com
Correspondent Name:	Karl M. Zielaznicki
Address Line 1:	405 Lexington Avenue
Address Line 2:	The Chrysler Building
Address Line 4:	New York, NEW YORK 10174

ATTORNEY DOCKET NUMBER:	65744.00002
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NAME OF SUBMITTER:	Karl M. Zielaznicki
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CH \$115.00 75549507

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), this 16 day of August, 2004, by and among Wells Fargo Century, Inc. (f/k/a Century Business Credit Corporation), a New York corporation (the "Assignor"), Alarmex Holdings, LLC ("Alarmex"), a Delaware limited liability company, and AHG Licensing, Inc., a Delaware corporation (the "Assignee"),

WHEREAS, the Assignor is the owner of certain trademarks, applications and/or registrations as set forth in Schedule A hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to a certain License and Option Agreement entered into between Assignor and Alarmex dated October 31, 2000 (the "Agreement") Alarmex was granted an exclusive license and an option to acquire the Trademarks under certain conditions; and

WHEREAS, Alarmex has met the conditions called for under the Agreement and is desirous of exercising its option to acquire the Trademarks; and

WHEREAS, Alarmex has assigned its rights to the assignment of the Trademarks to Assignee and has requested that Assignor directly assign Assignor's rights, title and interest in the Trademarks to Assignee in place and stead of Alarmex in accordance with the terms hereof.

NOW THEREFORE, for good and valuable consideration in the mutually agreed upon amount of one dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over to the Assignee, its entire right, title and interest in and to the Trademarks together with the goodwill of the business with which the Trademarks are used and which is symbolized by the Trademarks together with that portion of the Assignor's business in connection with which the Assignor had a bona fide intention to use any of the Trademarks, for the United States and throughout the world, including any renewals and extensions of the registrations that are or may be secured under all applicable laws, now or hereafter in effect, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due as of the date of this Assignment or thereafter, including, without limitation, all causes of actions and claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for the Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

This Trademark Assignment is made without recourse and without any representations or warranties of any kind.

The Assignor expressly agrees to execute, acknowledge and deliver at Assignee's expense, such documents and other instruments as may be reasonably requested by the Assignee to evidence or effectuate the sale, assignment, transfer, conveyance and delivery of the Trademarks to the Assignee.

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WELLS FARGO CENTURY, INC., formerly known as  
CENTURY BUSINESS CREDIT CORPORATION

By: Christopher Goll  
Name: CHRISTOPHER GOLL  
Title: 1st Sr. VP

Confirmed:

ALARMEX HOLDINGS, LLC

By: [Signature] 8/24/04

AHG LICENSING, INC.

By: [Signature] 8/24/04

STATE OF NEW YORK )  
) ss.:  
COUNTY OF NEW YORK )

On the 16<sup>th</sup> day of ~~July~~ Aug in the year 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, as Christopher Goll of Wells Fargo Century, Inc., f/k/a Century Business Credit Corporation, and that by his/her signature on the instrument, the party upon behalf of which this individual acted (i.e., Wells Fargo Century, Inc.), executed the instrument.

JUNE S. CHENG  
Notary Public, State of New York  
No. 24-4946743  
Qualified in Kings County  
Commission Expires March 15, 2007

[Signature]  
Notary Public

SCHEDULE A

<u>US Trademark Applications</u>		
<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
DNA FIBERGENICS IT'S IN YOUR GENES	09/08/04	75/549,507
<u>US Trademark Registrations</u>		
<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
DIRECTIVE SPORTS PLUS DESIGN	08/19/07	2,127,046
DIRECTIVE PLUS DESIGN	08/26/97	2,090,488
DIRECTIVE SPORTS	01/06/98	2,089,412

**Tradenames**

Periscope  
PS  
Performance Team  
PFP