

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nationwide Administrative Services, Inc.		09/15/2004	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	NAS, LLC		
Street Address:	203 S. Stratford Road, Suite B		
City:	Winston-Salem		
State/Country:	NORTH CAROLINA		
Postal Code:	27103		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2793438	BRANDSDIRECT	
CORRESPONDENCE DATA			
Fax Number:	(310)553-0687		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-785-6883		
Email:	hwilliams@ggfirm.com		
Correspondent Name:	Herbert P. Williams		
Address Line 1:	1900 Avenue of the Stars, Suite 2100		
Address Line 4:	Los Angeles, CALIFORNIA 90067-4590		
ATTORNEY DOCKET NUMBER:	59834-00004		
NAME OF SUBMITTER:	Herbert P. Williams		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Agreement") is entered into this 15th day of September 2004 (the "Effective Date"), by and between Nationwide Administrative Services, Inc., a North Carolina corporation, with a place of business at 203 S. Stratford Road, Suite B, Winston-Salem North Carolina 27103 ("ASSIGNOR"), and NAS, LLC a North Carolina Limited Liability Company with a place of business at 203 S. Stratford Raod, Suite B, Winston-Salem, North Carolina 27103 ("ASSIGNEE").

WHEREAS, ASSIGNOR is the listed Registrant and owner of the trademark and registration therefor, identified and specified in Schedule A attached hereto (the "MARK");

WHEREAS, ASSIGNEE desires to acquire the MARK; and

WHEREAS, ASSIGNEE is a successor to the business of ASSIGNOR, or portion thereof to which the MARKS pertain, and that business is existing and ongoing.

NOW THEREFORE, for valuable and lawful consideration, the receipt and legal sufficiency of which from ASSIGNEE is hereby acknowledged by ASSIGNOR, ASSIGNOR does hereby assign to ASSIGNEE, its successors and assigns, all of its right, title and interest, whether statutory or at common law, in and to the MARK together with the goodwill of the business symbolized by the MARK and the trademark registration therefor, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

ASSIGNOR agrees to execute such further papers and do such other acts as may be necessary and proper to vest full title in and to the MARK in ASSIGNEE or which may be necessary to obtain, renew, issue or enforce the MARK.

The United States Patent and Trademark Office is authorized to issue a registration certificate for the MARK to ASSIGNEE in accordance with this Agreement.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original of this Agreement and which together shall be deemed to constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Date: 9/15/2004

(ASSIGNOR)

Les Kirk
Les Kirk
Executive Vice President, Finance and Operations
NATIONWIDE ADMINISTRATIVE SERVICES, INC.

Date: 9/16/04

(ASSIGNEE)

Robert Weisner
Robert Weisner
Executive Vice President
NAS, LLC

SCHEDULE A

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BRANDSDIRECT	2,793, 438	December 16, 2003

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