

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
Air Waves, Inc.		09/03/2004	CORPORATION: OHIO

RECEIVING PARTY DATA	
Name:	Designshirt.com, Inc.
Street Address:	14680 Jib Street
City:	Plymouth
State/Country:	MICHIGAN
Postal Code:	48170
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2160399	VERSATRANS

CORRESPONDENCE DATA	
Fax Number:	(248)649-3338
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2486493333
Email:	basile@ybpc.com
Correspondent Name:	Young & Basile, P.C.
Address Line 1:	3001 W. Big Beaver Road
Address Line 2:	Suite 624
Address Line 4:	Troy, MICHIGAN 48084-3107

ATTORNEY DOCKET NUMBER:	VEZ-101-TM
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NAME OF SUBMITTER:	Andrew R. Basile, Sr.
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Total Attachments: 3 source=Vez101tm#page1.tif source=Vez101tm#page2.tif source=Vez101tm#page3.tif
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CH \$40.00 2160399

ASSIGNMENT OF TRADEMARK

KNOW ALL MEN BY THESE PRESENTS that the undersigned Assignors, whose names and mailing addresses are entered below, in consideration of the full sum of eight thousand dollars (\$8,000.00) paid pursuant to that certain Release And Settlement Agreement executed by the parties dated September 1, 2004, and other good and valuable consideration paid or to be paid to Assignors by the undersigned Assignee, with a place of business at Assignee's below address, receipt of which is hereby acknowledged, do hereby assign to said Assignee, his successors and assigns, to his own proper use and benefit, the trademark, "VERSATRANS" including all right, title, and interest, together with that part of the goodwill of the business that is connected with the use of and that is symbolized by the mark, (and subject to Assignor's expressly reserved and continuing right to conduct the business under or in connection with any and all of Assignor's other marks or under no mark) which Assignors have, had or may have therein, including, but not limited to, U.S. Trademark Registration No. 2160399 and as to which Assignors have, had or may have power to assign, together with any registrations thereof, state, federal, or otherwise, and together with all rights and interests appertaining to the foregoing or which may be derived therefrom, and including any rights of prosecution, or to renewal, or to extensions thereof, that have been or may be secured under the laws, now or hereinafter in force or effect, in the United States of America, or in any other country or countries, together with any heretofore or hereafter arising claims for infringement, and actions, causes of action, choses in action and rights and remedies appurtenant and or relating thereto.

The undersigned Assignors declare that they believe that they are entitled to use the mark "VERSATRANS" in commerce; to the best of their knowledge and belief no other person, firm, corporation or association, other than Assignee, has the right to use the mark "VERSATRANS" in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely,

when used on or in connection with the goods and/or services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his or her own knowledge are true and that all statements made on information and belief are believed to be true.

This Assignment of Trademark and the assignment of Assignor's ownership of the trademark "VERSATRANS" to Assignee shall not become effective unless:

a) Releasor and Releasee have executed the attached Release and Settlement Agreement, describing the mutual release, by the Assignor and Assignee, of prior actions, causes of action, suits, debts, liabilities, contracts, obligations, controversies, judgments, executions, claims, losses, costs and demands both in law and in equity; and,

b) full and complete payment of Eight Thousand Dollars (\$8,000.00 U.S.) is made by the Releasee to IPG, attorneys for Air Waves, Inc., (tax i.d. 52-2289642) at 3600 Clipper Mill Road, Suite 278, Baltimore, Maryland 21211 in the amount and at the times therein specified, time being of the essence. It is expressly understood that no assignment shall vest or be valid in the event of Releasee's default pursuant to the attached Release And Settlement Agreement.

This agreement shall be construed in accordance with the laws of the State of Ohio. Any dispute arising out of or in connection with this assignment shall be governed by the law of the State of Ohio, without reference to its rules for the resolution of a conflict of laws, and the parties consent to the adjudication of any such dispute in the State of Ohio and consent to the venue and personal

