

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Student Advantage, Inc

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Execution Date(s) 11/14/2003

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78324969, 78324940

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gina Di Gioia

Internal Address: clo Alloy Inc

Street Address: 151 W. 26th St. 11th Fl

City: NY

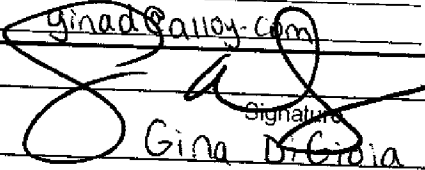
State: NY Zip: 10001

Phone Number: 212-244-4307

Fax Number: 212-244-4311

Email Address: ginad@alloy.com

9. Signature:


Signature
Gina Di Gioia

11/22/04
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: 360 Youth, LLC

Internal

Address: clo Alloy Inc

Street Address: 151 W. 26th St. 11th Fl

City: NY

State: NY

Country: US Zip: 10001

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other LLC Citizenship DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$65.00 78324969

ASSIGNMENT OF TRADEMARKS, DOMAIN NAMES AND RELATED RIGHTS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made by STUDENT ADVANTAGE, INC., a Delaware corporation having a place of business at 280 Summer Street, Boston, Massachusetts 02109 ("Assignor"), to 360 YOUTH, LLC, a Delaware limited liability company having a principal place of business at 151 West 26th Street, 11th Floor, New York, New York 10001 ("Assignee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby assign unto Assignee, Assignor's entire right, title and interest in and to the trademarks and domain names listed in the Exhibit A attached hereto (the "Marks") in the United States and all foreign countries, including all common law rights, all registrations and applications for registration thereof, in and to the goodwill symbolized by the Marks, and the entire business associated with any currently pending trademark registrations filed under section 1(b) of the Trademark Act, for Assignee's own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, together with all claims for damages by reasons of past infringement of the Marks, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

ASSIGNOR HEREBY AGREES to take all actions, and to execute and deliver all additional instruments and documents, as Assignee may reasonably request for the purpose of carrying out this Assignment and the transactions contemplated hereby including, but not limited to, all instruments and documents necessary to transfer the Marks in the United States and any foreign countries.

ASSIGNOR HEREBY COVENANTS that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed this 14th day of November, 2003.

STUDENT ADVANTAGE, INC.

By: [Signature]
Name: _____
Title: _____

EXHIBIT ATrademarks and Domain NamesTrademarkSerial Number

CollegeClub.com
CollegeClub.com

78324940
78324969

Unregistered Trademarks

Highschoolclub.com

Domain Names

Domain Name	Expiration
collegcapsule.com	19-Mar-2004
collegeclub.com	5-Apr-2004
collegeclubsucks.com	8-Aug-2004
collegeclubworldwide.com	8-Sep-2004
collegestore.com	8-Feb-2004
drlovejoy.com	30-Sep-2004
highschoolclub.com	23-Feb-2004
hschoolclub.com	27-May-2004
hschoolclub.net	27-May-2004
pricky.com	21-Jan-2004
springbreakrevealed.com	19-Jan-2005
thecollegeclub.com	19-Jan-2004
collegenation.com	29-Sep-2004