

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
BBH Direct, Inc. d/b/a RoosterGear.com		11/24/2004	Limited Liability Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	RoosterGear.Com, LLC c/o Avalon Equity Fund L.P.		
Street Address:	800 Third Avenue		
Internal Address:	Attn: David Unger		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2679491	ROOSTERGEAR.COM	
Registration Number:	2437055		
CORRESPONDENCE DATA			
Fax Number:	(212)895-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 895-2000		
Email:	PTO2@BROWNRAYSMAN.COM		
Correspondent Name:	Monica B. Richman		
Address Line 1:	900 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Monica B. Richman		
Signature:	/monica b. richman/		
Date:	02/03/2005		

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TRADEMARK

REEL: 003021 FRAME: 0808

Total Attachments: 3

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ASSIGNMENT

This Assignment Agreement is by and between BBH Direct, Inc. d/b/a RoosterGear.com, a California corporation, with a place of business at 500 University Avenue, San Diego, California 92103 ("Assignor"), and RoosterGear.Com, LLC, a Delaware limited liability corporation, c/o Avalon Equity Fund L.P., 800 Third Avenue, New York, New York 10022, Attn: David Unger ("Assignee").

WHEREAS, Assignor is the owner of certain U.S. Trademark Registrations listed in Exhibit A (the "Registrations");

WHEREAS, Assignee desires to acquire all of Assignor's rights to the Registrations; and

WHEREAS, Assignee is the successor to the business of the Assignor via the purchase of substantially all of Assignor's business.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns to Assignee all of Assignor's right, title, and interest in and to the Registrations, including all common law rights, together with the goodwill symbolized by any use of the marks covered by the Registrations, and the right to sue third parties for and recover damages from past and future infringement of the marks listed in Exhibit A.

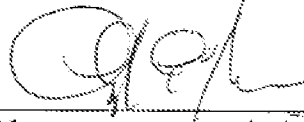
Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer all said Registrations to

the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, this Assignment has been executed by the parties on the day and year written below.

Date: May, 2004

BBH Direct, Inc. d/b/a
RoosterGear.com



Name: Cheryl E. Hosen
Title: President

Date: May, 2004

RoosterGear.Com, LLC



Name: Cheryl E. Hosen
Title: President

EXHIBIT A

Registration Nos.

Marks

2679491

ROOSTERGEAR.COM

2437055

ROOSTER DESIGN

Exh. A